

Residential Tenancies Tribunal

Application 2023 No. 19NL

Decision 23-0019-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:08 AM on 06 February 2023 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "landlord1" and "landlord2", respectively, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as "the tenant", was also in attendance.

Issues before the Tribunal

3. The landlords are seeking the following:
 - An order for vacant possession of the rented premises, and
 - An order for a payment of rent in the amount of \$840.00.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. The landlords amended their application and stated that they were no longer seeking an order for possession of the rented premises as the tenant vacated on 20 January 2023.

Issue 1: Rent - \$840.00

Relevant Submissions

The Landlords' Position

7. Landlord1 stated that they had entered into a 1-year, fixed-term lease with the tenant on 01 December 2018. The agreed rent was set at \$840.00 per month, due on the first day of each month, and landlord1 testified that the tenant had paid a security deposit of \$400.00.
8. In January 2023, landlord1 stated that the tenant failed to pay his rent on time, and on 06 January 2023 they issued him a termination notice, a copy of which was submitted with their application. That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent), and it had an effective termination date of 17 January 2023. The tenant moved 3 days later, on 20 January 2023.
9. Landlord1 stated that the tenant never did pay his rent for January 2023, and he is seeking an order for a payment of \$840.00 for that month.

The Tenant's Position

10. The tenant claimed that the landlords had originally asked him move out as their cousins were going to move into the unit, but then they turned around and gave him a termination notice for nonpayment of rent. He pointed out that it was illegal to have family members move into a rental property unless it was for medical reasons, and now it turns out that these cousins never moved in at all.
11. Regarding the claim for rent, the tenant acknowledged that he had paid no rent for January 2023, and his reason was that the landlords were already holding his security deposit.

Analysis

12. There is no dispute that the tenant had not paid his rent, as required, for January 2023. As such, the landlords' claim succeeds in the amount of \$840.00.

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$840.00.

Issue 2: Security Deposit

14. The landlords stated that the tenant had paid a security deposit of \$400.00 on 03 November 2018. As their claim for rent has been successful, they shall retain that deposit as outlined in this decision and attached order.

Issue 3: Hearing Expenses

15. The landlords paid a fee of \$20.00 to file this application. As their claim has been successful, the tenant shall pay this hearing expense.

Summary

16. The landlords are entitled to a payment of \$460.00, determined as follows:

a) Rent Owing	\$840.00
b) Hearing Expenses	\$20.00
c) LESS: Security Deposit..... (\$400.00)	
d) Total Owing to Landlords	<u>\$460.00</u>

17 February 2023

Date

John R. Cook
Residential Tenancies Tribunal

