

## Residential Tenancies Tribunal

Application 2023 No. 30NL

Decision 23-0030-00

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:05 AM on 09 February 2023 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED] [REDACTED], hereinafter referred to as "the landlord". The respondent, [REDACTED], hereinafter referred to as "the tenant", was also in attendance.

### Issues before the Tribunal

3. The landlord is seeking an order for a payment of rent in the amount of \$600.00.

### 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*.

### Issue 1: Rent - \$600.00

#### Relevant Submissions

##### The Landlords' Position

5. The landlord stated that she had entered into a monthly rental agreement with the tenant on 01 November 2022, and a copy of that executed agreement was submitted with her application. The agreed rent was set at \$600.00 per month, and the landlord testified that the tenant had not paid a security deposit.

6. On 01 December 2022, the tenant informed the landlord that she was terminating their agreement, and she returned the keys to the landlord on 30 December 2022.
7. The landlord stated that the tenant had paid her rent for November 2022, but she had not received December's rent. She is seeking an order for a payment of rent in the amount of \$600.00 for that month.

#### The Tenant's Position

8. The tenant stated that she had contacted one of the landlord's workers, on 15 December 2022, and asked if she could leave \$150.00 of the rent for December 2022 in her rental unit for collection. She testified that this arrangement was agreed to, and the tenant stated that she had left \$150.00 in cash in a conspicuous place in her apartment. When she returned at 11:00 PM, the money was gone and she assumed it had been collected by the landlord.
9. The tenant stated that the next day she was informed by the landlord that no one had gone to her unit to collect the money.
10. At the hearing, the landlord stated that no one at her organization would have agreed to collect money from the tenant's unit. She also claimed that she had a video camera at the unit, and on 15 December 2022, only the tenant can be seen coming and going from the unit.

#### **Analysis**

11. The tenant presented no evidence at the hearing to establish that there was an agreement that anyone would collect the \$150.00 rent money from her unit, and no evidence was presented to establish that the landlord had entered her unit on that date.
12. Accordingly, I conclude that the tenant had not paid her rent for that month, and I find that the landlord is entitled to a payment of \$600.00.

#### **Decision**

13. The landlord's claim for a payment of rent succeeds in the amount of \$600.00.

10 March 2023

Date

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