

Residential Tenancies Tribunal

Application 2023-0305-NL

Decision 23-0305-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:02 a.m. on 18-May-2023.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit (LL#1) with his application stating that he had served the tenant with notice of the hearing on 21-April-2023 electronically by sending it via email to the following address: [REDACTED] The tenant confirmed receiving the document. This is good service.
5. The landlord states that there was a verbal rental agreement that commenced on 14-July-2022 when the tenant decided to rent a room from him. Rent is \$450.00 per month and utilities are split 3 ways between the landlord, the tenant and another tenant who also rents a room. No security deposit was paid.
6. The landlord amended the application to decrease the amount of utilities he was seeking from \$326.00 to \$166.54. The landlord is also seeking hearing expenses reimbursed.

Issues before the Tribunal

7. The landlord is seeking:
 - a. Rent \$450.00
 - b. Utilities \$166.54
 - c. Hearing expenses \$34.90

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

9. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19, Section 2 and Section 18

Issue 1: Rent \$450.00

Landlord's Position

10. The landlord states that the tenant gave him a verbal termination notice on 20-November-2022 to vacate on 1-December-2022.
11. The landlord testified that the tenant did vacate on 1-December-2022 but did not pay rent for that month. The landlord feels that without the proper 1 month notice to vacate, the tenant owes him rent for the month of December.
12. The landlord posted the room for rent and was unsuccessful in mitigating his losses for the month of December.

Tenant's Position

13. The tenant states that he gave verbal notice on 18-November-2022 to vacate on 1-December-2022.
14. The tenant states that he did not think that he had to give proper notice as they did not have a signed rental agreement. He stated that he asked the landlord several times for a written copy of their verbal agreement and never received it.

Analysis

15. I find that the absence of a written rental agreement is not an excuse to change the rules with regards to timeframes set out in the *Act* when giving termination notices. Section 2(h) of the *residential tenancies Act, 2018* states:

2. Definitions:

(h). *"rental agreement" means a written, oral or implied agreement between a landlord and a tenant in which the tenant is granted the right to use or occupy a residential premises on the condition rent is paid.*

16. I find that there was a residential tenancy relationship whereby the landlord and the tenant entered into a month to month tenancy. As such, a proper termination notice must be given when terminating a tenancy. Section 18(1)(b) of the *residential tenancies Act, 2018* states;

18. Notice of termination of rental agreement:

(1)(b). *If the rental agreement is month to month, the tenant must provide the landlord with termination notice of not less than 1 month before the end of the rental period.*

17. I accept the landlord's testimony that he tried to rent the unit for December but was unsuccessful. I find that the tenant did not give proper notice when terminating the tenancy and therefore shall pay the landlord rent for the month of December

Decision

18. The landlord succeeds in his claim for rent in the amount of \$450.00

Issue 2: Utilities Paid \$166.54

19. The landlord is seeking utilities paid in the amount of \$166.54

Relevant Submissions

20. The landlord submitted Newfoundland Power bills for the months of November and December (LL#2). The November bill is \$221.66 and the December bill is \$277.97

Landlord's Position

21. The landlord states that he had a verbal agreement with the tenant and another tenant to split the utility bills 3 ways. The landlord testified that the tenant did not pay his share of the bill for the month of November while he was living there. The landlord also feels that the tenant should pay 1/3 of the bill for the month of December after he vacated.

22. The landlord is seeking \$166.54 for the outstanding utility bills calculated as follows:

- $\$221.66 + \$277.97 = \$499.63 / 3 \text{ residents} = \166.54 each

Tenant's Position

23. The tenant do not feel that he should pay the utility bill for the month that he was not living there.

Analysis

24. I accept the landlord's testimony that paying 1/3 of the utility bill was part of the verbal written agreement. The tenant lived at the premises for the month of November and should pay his share of the utility bill. The tenant did not give the landlord sufficient notice to find a new tenant for the month of December thus the landlord should not be burdened with the added expense of the utility bill.

Decision

25. The landlord succeeds in his claim for utilities paid in the amount of \$166.54

Issue 3: Hearing Expenses

26. The landlord paid a fee of \$20.00 to file the application. As the landlord's claim has been successful, the tenant shall pay the \$20.00 fee. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

27. The tenant shall:

Pay the landlord \$636.54 as follows:

Rent	\$450.00
Utilities	166.54
Hearing expenses...	20.00
Total	<u>\$636.54</u>

June 28, 2023

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office