



Residential Tenancies Tribunal

Application 2023-0434-NL

Decision 23-0434-00

Pamela Pennell
 Adjudicator

Introduction

1. Hearing was called at 11:16 a.m. on 19-June-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 the teleconference.

Preliminary Matters

4. The landlord states that there was a written fixed rental agreement which commenced on 1-October-2020 (LL#1). Rent was \$1600.00 per month and was due on the first day of each month. The landlord states that a security deposit of \$1000 was paid on 20-September -2021 and is still in his possession.
5. The landlord states that he served the tenant the notice of hearing document on 1-June-2023 personally at the residential premises. The tenant confirmed receiving it on that date. This is good service.
6. The landlord amended his application to have the security deposit applied against payment owed.
7. The landlord states that the tenant vacated the premises on 20-May-2023. The tenant agrees that he vacated on that day.

Issues before the Tribunal

8. The landlord is seeking:
 - a. Rent paid \$2200.00
 - b. Hearing expenses \$20.00
 - c. Security Deposit applied against payment owed \$1000

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent and Section 14; Security Deposit.

Issue 1: Rent Paid \$2200.00

Relevant Submissions

11. The landlord testified that rent was outstanding in the amount of \$2200.00 and in support of the claim submitted a rental ledger (LL#2) as follows:

2023-0434-NL			
Date	Action	Amount	Total
March 31, 2023	Balance		\$0.00
April 1, 2023	Rent due	\$1,600.00	\$1,600.00
April 1, 2023	Payment	-\$1,000.00	\$600.00
May 1, 2023	Rent due	\$1,600.00	\$2,200.00

Analysis

12. Non-payment of rent is a violation of the rental agreement. The landlord stated that there is rental arrears in the amount of \$2200.00.
13. The rental ledger is amended to show a daily rate for May as the tenant vacated on 20-May-2023. The tenant states that he was given a termination notice to leave on 8-May-2023 and he left on the 20-May-2023. I find that the tenant is responsible for outstanding rent dating back as far as 1-April-2023 (last zero balance) to 30-April-2023 in the amount of \$600.00 and rent from 1-May to 20-May in the amount of \$1052.00 for a total of \$1652.00 as calculated below:

2023-0434-NL			
Date	Action	Amount	Total
March 31, 2023	Balance		\$0.00
April 1, 2023	Rent due	\$1,600.00	\$1,600.00
April 1, 2023	Payment	-\$1,000.00	\$600.00
May 1-20, 2023	Rent due	\$1,052.00	\$1,652.00

$$\begin{aligned}\text{Daily rate: } \$1600 \times 12 &= \$19,200 \text{ per year} \\ \$19,200 / 365 \text{ days} &= \$52.60 \text{ per day}\end{aligned}$$

14. I find the tenant shall pay the landlord \$1652.00 in outstanding rent for the period of 1-April to 20-May.

Decision

15. The landlord's claim for rental arrears succeeds.

Issue # 2: Security Deposit applied against payment owed \$1000**Analysis**

16. The landlord's claim for losses has been successful as per paragraphs 15. The landlord shall retain the deposit as per Section 14 of the *Residential Tenancies Act, 2018*, see below:

Security deposit

14. (10) Where a landlord believes he or she has a claim for all or part of the security deposit,

(a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or

(b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.

Decision

17. The landlords' claim to retain the security deposit against monies owed succeeds in the amount of \$1000.00.

Issue # 3: Hearing Expenses \$20.00

18. The landlord paid an application fee of \$20.00. The landlord submitted a copy of the application receipt (LL#3). As the landlord's claim has been successful, the tenant shall pay the \$20.00. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

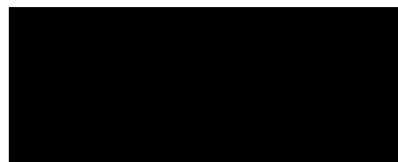
19. The tenant shall:

Pay the landlord \$1672.00 as follows:

Rent	\$1652.00
Hearing expenses	20.00
Total	<u>\$1672.00</u>

July 4, 2023 _____

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office