

Residential Tenancies Tribunal

Application 2023-0520-NL

Decision 23-0520-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 29-August-2023.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED], representative also attended.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing via pre paid registered mail ([REDACTED]) on 2-August-2023 (LL#1). The tenant confirmed receiving the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a verbal rental agreement which commenced on 20-May-2021 (LL#2). The tenant vacated the premises on 6-April-2023. Rent was \$1000.00 per month due on the 20th of each month. A security deposit was not paid.
6. The landlord amended the application to remove vacant possession as the tenant vacated after the application was filed and also to increase rent paid from \$5000.00 as per application to \$6000.00 to include rent for the month of June 2023.

Issues before the Tribunal

7. The landlord is seeking:
Rent paid \$6000.00
Utilities paid \$4164.74

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: Notice where failure to pay rent.

Issue # 1: Rent paid \$6000.00

Relevant Submissions:

10. The landlord testified that rent is outstanding in the amount of \$6000.00 and submitted a rent ledger to support his claim (LL#3). Breakdown of ledger below:

Rental Ledger 2023-0520-NL			
Date	Action	Amount	Total
December 31, 2023	Balance		\$0.00
January 1, 2023	Rent due	\$1,000.00	\$1,000.00
February 1, 2023	Rent due	\$1,000.00	\$2,000.00
March 1, 2023	Rent due	\$1,000.00	\$3,000.00
April 1, 2023	Rent due	\$1,000.00	\$4,000.00
May 1, 2023	Rent due	\$1,000.00	\$5,000.00
June 1, 2023	Rent due	\$1,000.00	\$6,000.00

Landlord's Position:

11. The landlord testified that the tenant has outstanding rent in the amount of \$6000.00 for the period of 1-January to 30-June-2023. The landlord stated that the tenant vacated the unit on 1-June-2023 and he is seeking rent paid up to the end of June.

Tenant's Position

12. The tenant disputed the amount of rent due and the date of departure. The tenant testified that she was given a termination notice on 4-April-2023 to vacate the premises on 16-April-2023. The tenant testified that she vacated the unit on 6-April-2023 when the power was cut and she had to avail of emergency shelter provided by Newfoundland Housing. The tenant stated that she should not have to pay rent until the end of June when she was given a termination date of 16-April-2023. The tenant testified that she had to vacate prior to the termination date due to no power in the unit. The tenant disputed the landlord's claim that she vacated on 1-June-2023 and stated that he would have known that the power was cut to his unit in early April.
13. The tenant testified that she paid rent up to the end of March in the form of cash and that the landlord would not accept anything but cash and he would not provide receipts. The tenant stated that she is in arrears for ½ month of April.

Analysis

14. I accept the landlord's testimony that he did not know the exact date that the tenant vacated the unit however, he should have known that the power to his unit was cut in April as the account was in his name. The tenant testified that she had to vacate prior to

the termination date of 16-April due to no power, therefore it is not expected that the tenant would pay rent after she vacated the unit on 6-April-2023.

15. I find that the tenant is responsible for rent up to the date she vacated the unit on 6-April-2023.
16. With regards to the outstanding rent, I accept the landlord's testimony and rental ledger which shows that rent has not been paid since 1-December-2022. The tenant testified that she paid rent up to the end of March 2023 however, she did not provide proof to support her claim.
17. Non-payment of rent is a violation of the rental agreement. The rental ledger is amended to show a daily rate for April. I find that the tenant is responsible for outstanding rent dating back to 1-January-2023 (last zero balance) to 6-April-2023 in the amount of \$3197.28 as calculated below:

Amended Rental Ledger 2023-0520-NL			
Date	Action	Amount	Total
December 31, 2023	Balance		\$0.00
January 1, 2023	Rent due	\$1,000.00	\$1,000.00
February 1, 2023	Rent due	\$1,000.00	\$2,000.00
March 1, 2023	Rent due	\$1,000.00	\$3,000.00
April 1-6, 2023	Rent due	\$197.28	\$3,197.28

Daily rate = \$1000 x 12 mths = \$12000
\$12000 / 365 days = \$32.88 per day

18. I find the tenant is responsible for outstanding rent in the amount of \$3197.28.


Decision

19. The landlord's claim for rent paid succeeds in the amount of \$3197.28.

Issue # 2: Utilities paid \$4164.74

Relevant Submission

20. The landlord testified that utilities are outstanding in the amount of \$4164.74 for the period of June 2022 to May 10, 2023 and submitted the May 2023 utility bill to support his claim (LL#5). Utility bill as follows:



NEWFOUNDLAND
POWER
A FORTIS COMPANY

PO Box 8910, St. John's, NL, A1B 3P6
Power Outages & Emergencies: 1-800-474-5711
Customer Relations: 1-800-863-2802 Fax: 737-2903
Email at customerrelations@newfoundlandpower.com
Visit us online at newfoundlandpower.com

[Redacted Account Number]

Rate: Domestic Service
Your meter was read on: May 10

Final billing

Account Number
[Redacted]

Billing Date
May 10, 2023

Previous Balance	4,144.07	
Payments to May 10	0.00CR	
Forfeited Discount	7.07 *	
Previous balance owing		\$4,151.14

Saving Energy Starts Here! Visit www.takecharge.nl.ca for more information and programs to help you save energy and money.

This Month's Electric Charges

Basic Customer Charge	12.01	
Discount: 1.5%	0.18CR	
Subtotal electric charges	11.83	
Harmonized Sales Tax: 15% (10386 4831 RT0001)	1.77	
Total charges		\$13.60

Meter Reading Information

Meter number: [REDACTED]

Date	Reading
May 10	76660
Apr 18	76660
22 Days	0 kWh

Your Past Energy Usage (kWh)

7000

Total Amount Due on or before May 25, 2023**\$4,164.74****Landlord's Position**

21. The landlord testified that the utilities were initially in the tenant's name and they got cut off, at which time she put them in someone else's name, which also got cut off. The landlord stated that when the utilities got cut off for the second time, he decided to put them in his name to protect his property.
22. The landlord testified that the tenant agreed to pay the utilities owing and he stated that he has not received any monies from her for utilities nor has NL Power received any monies from her.
23. The landlord stated that the outstanding bill from NL Power is in his name which was supposed to be paid by the tenant and he is seeking the full amount of the bill to be paid to him by the tenant.

Tenant's Position

24. The tenant confirms that she had an agreement with the landlord to pay NL Power directly for the utilities however she disputes the amount owing. The tenant testified that she made payments from her bank account to NL Power up to October 2022.
25. The tenant stated that although she made payments to NL Power, they have no record of the bills being paid. The tenant stated that the landlord had 2 bills in his name and she was paying on the incorrect bill.
26. The tenant stated that she would pay more than what the balance was and she thought she had a credit with NL Power.

Analysis

27. I accept the landlord's claim that there is a utility bill outstanding in the amount of \$4164.74 for the property located at [REDACTED] as per the NL Power bill submitted (LL#5). I accept that the bill dates back to June 2022 during which time the tenant resided at the residence.

28. I do not accept any of the testimony regarding the utilities from the tenant as she falsified information and initially denied having the bill in her name. Once the landlord offered to provide proof that the utility bill was in her name, she changed her position and admitted that the bill was initially in her name and she confirmed that she was responsible for the utilities as part of the verbal rental agreement. The tenant testified that she was paying the bill to NL Power, but there was no record of it at NL Power. The tenant testified that she was paying a second bill in the landlord's name. I asked the tenant to submit proof of payment and she has not submitted anything to show that she paid any bill at NL Power.

29. I find that the tenant was and still is responsible for the utilities and I find that the tenant did not show that she has paid any utility bills and as such, she is responsible for the outstanding utility bill as presented by the landlord up to the date she vacated on 6-April-2023.

30. I find the tenant is responsible for the previous balance on the utility bill of \$4151.14. I also find the tenant is not responsible for the last month's bill (May) of \$13.60.

Decision

31. The landlord's claim for utilities to be paid succeeds in the amount of \$4151.14.

Issue # 3: Hearing Expenses

32. The tenant paid an application fee of \$20.00 to Residential Tenancies and provided a copy of the receipt (LL#6). The landlord also had postage expenses however receipts have not be submitted.

33. As the tenant's claim has been successful, the landlord shall pay the application fee of \$20.00.

Decision

34. The tenant's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

35. The tenant shall pay the landlord \$7368.42 as follows:

- Rent \$3197.28
- Utilities 4151.14
- Hearing expenses 20.00

○ **Total** **\$7368.42**

September 15, 2023

Date


Pamela Pennell
Residential Tenancies Office