



Residential Tenancies Tribunal

Application 2023-0550-NL

Decision 23-0550-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:01 a.m. on 13-July-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 with her application stating that she had served the tenant with the notice of hearing on 19-June-2023 electronically by sending it via email to the following address [REDACTED] (LL#1). The tenant confirmed receiving the document. This is good service.
5. The landlord states that there was a written 6 month term rental agreement to rent a room in her house, which commenced on 1-February-2023. The tenant moved out on 15-June-2023. Rent was \$450.00 per month and utilities were split 4 ways. No security deposit was paid (LL#2).

Issues before the Tribunal

6. The landlord is seeking:
 - a. Rent \$450.00
 - b. Utilities \$52.17
 - c. Hearing expenses \$20.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. 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 \$450.00

Relevant Submission

9. The landlord testified that rent is outstanding in the amount of \$450.00 for the month of June and submitted a rental ledger to support her claim (LL#3).

Landlord's Position

10. The landlord testified that rent was outstanding for the month of June and she stated that she gave the tenant a termination notice to vacate the premises by 25-June-2023 if not paid in full. The landlord stated that the tenant actually vacated the unit on 15-June-2023 without proper notice and she feels she is owed rent for the entire month as she could not rent to new tenants for the remainder of June.

Tenant's Position

11. The tenant did not dispute the claim that she owed rent for the month of June. The tenant stated that she feels she should not have to pay rent for the time she did not live there. The tenant testified that she vacated the premises early on the 15-June-2023 as she knew she had to leave anyways. The tenant stated that she emailed the landlord on 14-June-2023 to advise of her departure. The tenant stated that she should only be charged for a portion of the rent up to the date she vacated.

Analysis

12. Non-payment of rent is a violation of the rental agreement. The landlord testified that rent was not paid for the month of June and she is seeking a full month's rent.
13. The landlord gave the tenant a termination notice on a *Landlord's Notice to Terminate Early – Cause* form dated on 14-June-2023 to vacate the premises on 25-June-2023 under Section 19 of the *Residential Tenancies Act, 2018*; Notice where failure to pay rent (LL#4).
14. The tenant testified that she decided to vacate the premises on 15-June-2023 and feels that she should not have to pay rent for the entire month of June when the landlord gave her notice to leave.
15. I accept the landlord's testimony that she is out rent for the month of June however she gave a termination notice and wanted the tenant to vacate the premises by the 25-June. I find that the tenant did not give proper notice to vacate the premises prior to that date and as a result, is responsible for a portion of June's rent, up to and including the date of termination on 25-June-2023.
16. The rental ledger is amended to show a daily rate for June. I find that the tenant is responsible for outstanding rent for the period of 1-June to 25-June in the amount of \$369.75. Daily rate is calculated as follow: $\$450.00 \times 12 = \$5400.00 \text{ per year} / 365 \text{ days} = \$14.79 \text{ per day} \times 25 \text{ days} = \369.75 .

Decision

17. The landlord claim for rent succeeds in the amount of \$369.75

Issue # 2: Utilities Paid \$52.17**Relevant Submissions**

18. The landlord submitted a Newfoundland Power bill for the period of 17-May to 15-June in the amount of \$208.69 to be divided by 4 tenants (LL#5).

Landlord's Position

19. The landlord testified that the outstanding utility bill covers a period whereby the tenant was still residing at the premises and feels that the tenant should pay her share of \$52.17 as per the terms of the rental agreement.

Tenant's Position

20. The tenant did not dispute that she owed $\frac{1}{4}$ of the utility bill at \$52.17

Analysis

21. The landlord testified that all 4 tenants are equally responsible for the utility bills and $\frac{1}{4}$ of the bill for the month of May was \$52.17. The landlord testified that the tenant did not pay her share of the bill for the period of 17-May to 15-June while she was still residing in the unit.

22. The landlord is seeking \$52.17 for the outstanding utility bill calculated as follows:

- $\$208.64 / 4 \text{ residents} = \52.17 each

23. I find that the tenant is responsible for 1/4 of the utility bill while she was still living at the premises.

Decision

24. The landlord's claim for utilities succeeds in the amount of \$52.17

Issue # 3: Hearing Expenses

25. 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

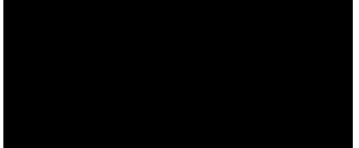
26. The tenant shall:

Pay the landlord \$441.92 as follows:

Rent	\$369.75
Utilities	52.17
Hearing expenses.....	20.00
Total	<u>\$441.92</u>

August 10, 2023

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office