

Residential Tenancies Tribunal

Application 2023-0949-NL

Decision 23-0949-00

Seren Cahill
Adjudicator

Introduction

1. Hearing was called at 9:12 am on 15-November-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. This application originally sought to determine the validity of a termination notice and to seek an order of vacant possession. However, the tenant has already left the premises. On request of the landlord, this application is hereby amended to omit the requests for the determination of validity and the order of vacant possession. This application now seeks alleged rental arrears and for the security deposit to be paid against moneys owed.

Issues before the Tribunal

5. Should this tribunal grant an order for payment of outstanding rent and apply the security deposit towards this sum?
6. Should hearing costs be granted?

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *RTA 2018*.

Issue 1: Arrears in rent

Landlord's Position

8. The landlord submits that the tenant owes him rent for the month of October, valued at \$1,150. He has submitted a rental ledger (LL#1) to this effect. The ledger is a single page which names the tenant and the premises in question, as well as the amount of the security deposit and the date it was paid. It contains only a single month, which is the month of September, and says that \$1150 was due September 1st and nothing was paid towards it. The landlord admitted this was a mistake, and the month ought to be October.

Tenant's Position

9. The tenant made no comment directly as to the whether or not he owed a rent payment for October. His comments at the hearing were focused wholly on the perceived unfairness of the entire process. He expressed that he felt it was unjust that he was evicted without cause after being a good tenant for years, and that he was left homeless during a housing crisis. He also expressed that he was unaware he had been paying the power bill for the downstairs tenant.

Analysis

10. The tenant did not dispute that he owed a rent payment. The applicant testified that a rent payment was owed for October, and in the absence of any evidence to the contrary I accept his testimony. Parties agreed that rent was set at \$1150 and there was a security deposit of \$750, and a rental agreement (LL#2) was submitted in support of this.
11. As the tenant had left the premises before the time of the hearing, and the application was amended accordingly, the legitimacy of the eviction is not an issue this tribunal can consider.
12. The tenant has claimed he was paying another's power bill without his knowledge. This is only relevant insofar as he may have grounds of a counterclaim, which could in theory offset the money owed. However, no application alleging money owed to the tenant by the landlord has been received, nor have I heard enough evidence to rule on the veracity or amount of the claim. In these circumstances this tribunal can only rule on the issue of outstanding rent and the disposition of the security deposit.

Decision

13. The landlord's claim for rent is made out. He is entitled to \$1150. As there are monies owed and the appropriate application has been made, the security deposit may be applied against this sum.
14. The landlord has asked for hearing costs, consisting solely of the \$20 application fee. As his claim succeeded, he is entitled to these costs.

Summary of Decision

15. The tenant shall pay the landlord \$1670.00 as follows:

Rent	\$1150.00
Hearing expenses	\$20.00
Less Security deposit	<u>(\$750.00)</u>
Total	<u>\$420.00</u>

Nov. 21, 2023
Date


Seren Cahill
Residential Tenancies Office