

Residential Tenancies Tribunal

Application 2024-0119-NL

Decision 24-0119-00

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 7-March-2024.
2. The applicant, [REDACTED], represented by [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 their application stating that they had served the tenant with the notice of hearing electronically by e-mail to: [REDACTED] on 15-February-2024 (LL#1). The respondent confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written month to month rental agreement which originally commenced on 1-November-2019. The tenant vacated the unit on 23-February-2024. Rent was \$750.00 per month due on the first of each month. A security deposit of \$375 was paid.
6. The landlord amended the application to delete vacant possession as the tenant vacated the unit, to decrease rent paid from \$1500.00 as per the application to \$800.00 and to seek hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$800.00
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed.

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 14: Security deposit and Section 19: Notice where failure to pay rent.

Issue # 1: Rent paid \$800.00

Relevant Submissions:

10. The landlord's representative testified that rent is outstanding in the amount of \$800.00 for the period of January-February 2024. The landlord submitted a rental ledger to support the claim (LL#2). See breakdown of rental ledger below:

Rental Ledger 2024-0119-NL			
Date	Action	Amount	Total
December 30, 2023	Balance		\$0.00
January 1, 2024	Rent due	\$750.00	\$750.00
February 1, 2024	Rent due	\$750.00	\$1,500.00
February 23, 2024	Payment	-\$700.00	\$800.00

Landlord's Position:

11. The landlord's representative testified that rent is outstanding for the months of January and February 2024. The landlord's representative stated that she was unable to rent the unit in February as the tenant left all her personal belongings in the unit and stated that the landlord is seeking \$800.00 to be paid in full.

Tenant's Position:

12. The tenant did not dispute that she is responsible for the outstanding rent in the amount of \$800.00.

Analysis

13. Section 19 of the *Residential Tenancies Act, 2018* states:

Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- i. rented from **month to month**,
- ii. rented for a fixed term, or
- iii. a site for a mobile home, and

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the*

residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;*
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and*
- c. be served in accordance with section 35.*

14. Rent is required to be paid for the use or occupancy of the residential premises and although the landlord gave the tenant an eviction notice to vacate the unit on 6-February-2024, the tenant left all her belongings in the unit and for that reason, I find that the tenant is responsible for rent to be paid up to the end of February 2024.

Decision

15. The landlord's claim for rent paid succeeds in the amount of \$800.00.

Issue # 2: Hearing expenses \$20.00.

Analysis

16. The landlord paid \$20.00 for the application fee and is seeking reimbursement. As the landlord's claim has been successful as per paragraph 14 above, I find that the tenant is responsible for the hearing expenses.

Decision

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

Issue # 3: Security deposit applied against monies owed \$375.

Analysis

18. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

- 14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (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.

(11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

19. The landlord's claim for losses has been successful as per paragraphs 15 and 17 and as such the security deposit shall be applied against monies owed.

Decision

20. The security deposit shall be applied against monies owed.

Summary of Decision

21. The tenant shall pay the landlord \$445.00 as follows:

Rent	\$800.00
Hearing expenses	20.00
Less security deposit	375.00
Total	<u>\$445.00</u>

April 19, 2024
Date



Michael Reddy
Residential Tenancies Office