

Residential Tenancies Tribunal

Application 2024-0204-NL

Decision 2024-0204-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:53 PM on 8 April 2024 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended the hearing. The landlord did offer testimony and did not call any witnesses.
3. The respondent, [REDACTED] hereinafter referred to as “tenant1”, attended the hearing. [REDACTED], hereinafter referred to as “tenant2”, did not attend the hearing. Tenant1 stated prior to the start of the hearing that tenant2 would not be available for the hearing. Tenant1 did offer testimony and did not call any witnesses.
4. The details of the claims were presented as a monthly written rental agreement which started on 1 April 2019 with rent set at \$700.00 and due on the first day of each month (**Exhibit L # 1**). There was a security deposit collected on this tenancy in March 2019 which the landlord was still in possession, in the amount of \$350.00. The tenants vacated the two-bedroom home on 23 March 2024.
5. The landlord did provide an affidavit of service with his application (**Exhibit L # 2**). Tenant1 was personally served on 27 March 2024 at 8:34 AM at the location of the rental property at [REDACTED]. Tenant1 confirmed receipt of the Application for Dispute Resolution.
6. In a proceeding under the *Residential Tenancies Act*, 2018, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicant has to establish that his/her account of events are more likely than not to have happened.

Preliminary Matters

7. The landlord did not amend his application at the hearing, and is seeking rental arrears owing (\$950.00).

Issues before the Tribunal

8.. The landlord is seeking the following:

- An order for payment of rent in the amount of \$950.00; and
- Hearing expenses of \$20.00.

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 case is S. 14, 34, 35, and 42 of the *Residential Tenancies Act*, 2018.

Issue 1: Rent Owing- \$950.00

Landlord position

11. The landlord stated there had been a written monthly rental agreement established with the tenant, who moved into the rental on 1 April 2019 with rent set at \$700.00 per month, with the tenants paying their own utilities (**Exhibit L # 1**).
12. The landlord testified in January 2024, the tenants had paid \$350.00 and a verbal agreement was made between the tenants and the landlord that to deal with the rental arrears from January 2024, the tenants would pay \$100.00 extra each month of rent (\$800.00) until the arrears were cleared (**Exhibit L # 3**).
13. The landlord stated the tenants notified him on 27 February 2024, they would be vacating the rental by 1 April 2024. Following this, the landlord testified the tenants did not pay the outstanding rental arrears and did not pay March 2024 rent.
14. Along with his application, the landlord provided a rental ledger (**Exhibit L # 4**). This piece of evidence reveals the following information:

| Date | Transaction | Due | Paid | Balance |
|------------|-------------|----------|----------|----------|
| 1 Jan 2024 | Rent Due | \$700.00 | \$350.00 | \$350.00 |
| 1 Feb 2024 | Rent Due | \$700.00 | \$800.00 | \$250.00 |
| 1 Mar 2024 | Rent Due | \$700.00 | \$0.00 | \$950.00 |

15. The landlord with his application also provided payment receipts for January and February 2024 from tenant2 (**Exhibit L # 5**) which reflects payments of \$350.00 for January 2024 and \$800.00 for February 2024.

Tenant's position

16. The tenant testified he received the Application for Dispute Resolution as suggested by the landlord.

17. Tenant1 confirmed he moved out of [REDACTED] on 23 March 2024 and he did not dispute the rental arrears suggested by the landlord. He testified during the hearing they paid \$350.00 for January rent, \$800.00 for February rent and no rent for March 2024. Tenant1 stated due to the state of the rental property, they declined to pay rent for March 2024. There was no evidence provided by tenant1 in relation to this claim.

Analysis

18. Non-payment of rent is a violation of the rental agreement. The landlord was seeking outstanding rental arrears up until 31 March 2024.
19. The landlord and tenant1 both stated the respondents had rental arrears owing. Tenant1 did not dispute the amount claimed by the landlord (\$950.00).
20. I accept both the landlord and the tenant's testimony that there are rental arrears owing.

Decision

21. The landlord's claim for a payment of the rent succeeds in the amount of **\$950.00**.

Issue 2- Hearing Expenses- \$20.00

22. The landlord offered evidence of the application fee (**Exhibit L # 6**) and was seeking compensation.
23. I find the landlord's claim for hearing expense fee succeeds in the amount of \$20.00.

Decision

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

Summary of Decision

25. The landlord is entitled to the following:
- A payment of **\$970.00** as determined as follows:
 - a) Rental Arrears.....\$950.00
 - b) Hearing Expenses.....\$20.00
 - c) Total.....\$970.00

02 May 2024

Date

