

Residential Tenancies Tribunal

Application 2024-0238-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 29-May-2024 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Issues

4. The tenant acknowledged she received proper notice ten clear days or more in advance of the hearing.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and utilities succeed?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

Issue 1: Unpaid Rent and Utilities

Landlord's Position

7. The landlord seeks the full monthly rent of \$700 for the months of February and March. He submits that the rental agreement was originally for \$750/month utilities included, but he verbally agreed to lower the rent to \$700+one third of the utilities. The rental agreement was provided (LL#1). He therefore also seeks \$87.86 for the utilities for the month of January and 3 days of the month of February, as the tenant vacated on 3-February-2024. Utility bills from NL Power were provided (LL#2). He says on or about 12-Jan-2024 the tenant notified him verbally she would be leaving the apartment.

Tenant's Position

8. The tenant acknowledges she signed the rental agreement. She says she was new to Canada and did not properly understand the full implications of what she was signing. She says she understood that the utilities would be included with the rent both before and after their verbal conversation about lowering the rent to \$700/month.

Analysis

9. The tenant is or was bound by the terms of the tenancy agreement she signed. The parties agree that they verbally amended this agreement shortly after it was signed. They agree that the rent was amended to \$700/month. They disagree as to whether or not utilities were included. Neither provided any supporting evidence, so I have only their oral testimony to consider. Considering the evidence in its totality, I do not find on a balance of probabilities that an agreement was reached in which the tenant would pay utilities.
10. LL#1 shows the agreement is a fixed term agreement dated to end on 31-December-2024. The tenant was obliged to provide written notice of termination at least two months prior to the end of the term, as per s. 18(1)(c) of the *Act* and part 15 of the rental agreement. As the tenant did not provide such notice, the landlord can recover rent in lieu of notice, subject to his duty to mitigate costs.
11. The landlord testified that he posted an ad for the premises on Facebook as soon as he received the notice but was unable to place a new tenant any earlier. I accept his testimony in this regard. The landlord is entitled to two month's rent.
12. The landlord's claim for unpaid rent succeeds in the amount of \$1400. The landlord's claim for unpaid utilities fails.

Decision

13. The landlord's claim for unpaid rent succeeds in the amount of \$1400.
14. The landlord's claim for unpaid utilities fails.
15. There was a security deposit of \$250 paid. As the tenancy has ended, the security deposit must be dealt with.
16. As the landlord is owed moneys, he is entitled to apply the security deposit against the sum owed.

Summary of Decision

17. The tenant shall pay to the landlord \$1150.00 as follows:

Unpaid Rent..... \$1400.00
Less Security Deposit.....-(\$250.00)

Total..... \$1150.00

12-July-2024

Date


Seren Cahill
Residential Tenancies Office