

Residential Tenancies Tribunal

Application 2024-0721-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 10-September-2024.
2. The applicant, [REDACTED] (applicant 1) hereinafter referred to as “the landlord” attended by teleconference. The applicant, [REDACTED] (applicant 2), hereinafter referred to as “the landlord” did not attend.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 9-August-2024. The tenant 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 term rental agreement that commenced on 6-July-2024. The tenant vacated the unit on 1-August-2024. Rent was \$1200.00 per month due on the first day of each month. A security deposit of \$600.00 was paid in 9-June-2024 and is in the landlord’s possession.
6. The tenant had initially filed an application (2024-0690-NL) which was scheduled to be heard during this hearing, however the tenant wished to cancel her application as she stated that it is now irrelevant as she has vacated the unit.

Issues before the Tribunal

7. The landlords are seeking:
 - a. Rent paid \$271.16.
 - b. Security deposit applied against monies owed \$271.16.

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*. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 31: Abandonment of residential premises by tenant.

Issue # 1: Rent Paid \$271.16

Landlord's and tenant's Positions

9. Applicant 1 testified that they gave the tenant an eviction notice on 1-August-2024 to vacate the premises on 7-August-2024 (LL#2) and stated that the tenant abandoned the unit early on 1-August. The landlords are seeking rent to be paid for the period of August 1-7 in the amount of \$271.16. The tenant did not dispute that she abandoned the unit on 1-August without proper notice and stated that she was upset when she received the termination notice on that day and just wanted to leave the premises.

Analysis

10. Subsection 31(2) (b) of the *Residential Tenancies Act, 2018* states:

11. Abandonment of residential premises by tenant

31.(2) A tenant is considered to have abandoned a residential premises where

(b) the rental agreement is not terminated in accordance with the Act or the rental agreement.

12. In accordance with Subsection 31(2) of the *Act* as stated above, the rental agreement was not terminated on 1-August-2024 when the tenant vacated the unit and although a termination notice was given to the tenant on that date, the tenant had an obligation whether or not she remained in the unit or not to pay rent until the date of termination on 7-August. The tenant did not dispute that she abandoned the unit and for those reasons, I find that the tenant is responsible for rent for the period of August 1-7 in the amount of \$271.16.

Decision

13. The landlord's claim for *rent paid* succeeds in the amount of \$271.16

Issue # 2: Security deposit applied against monies owed.

Analysis

14. 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).*

15. The landlord's claim for losses has been successful as per paragraph 14 and as such, the security deposit shall be applied against monies owed.

Decision

16. The landlord's claim for *security deposit to be applied against monies owed* succeeds.

Summary of Decision

17. The tenant shall pay the landlords \$0.00 as follows:

Rent paid	\$271.16
Less partial security deposit.....	271.16
Total	\$0.00

September 27, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office