

Residential Tenancies Tribunal

Decision 20-0031-02

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:07 am on 23 March 2021 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. The respondent, [REDACTED], hereinafter referred to as "the tenant", also participated.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$530.00, and
 - An order for a payment of late fees in the amount of \$75.00.

Legislation and Policy

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

Issue 1: Rent - \$530.00

Relevant Submissions

The Landlord's Position

5. The landlord stated that she had entered into a verbal rental agreement with the tenant in June 2015. The agreed rent was set at \$500.00 per month, paid semi-monthly, on the 15th and last day of each month.
6. On 15 March 2020, the tenant telephoned the landlord and informed her that she was terminating her rental agreement and she vacated and had all of her furniture removed from the unit by the end of March 2020.

7. The landlord submitted rent records with her application (■ #1) showing the payments she had received from the tenant since 2018. According to these records, the tenant did not pay her full rent for November 2018 and she still owes the landlord \$280.00 for that month. These records also show that the tenant had not paid her \$250.00 on 15 December 2019.

The Tenant's Position

8. The tenant acknowledged that she had not paid her rent for November 2018 and that she still owes the landlord \$280.00 for that month.
9. The tenant also acknowledged that she had not paid the \$250.00 installment on 15 December 2019. She claimed, though, that the landlord always allowed her to skip that payment on the account that Christmas was coming up and she had made arrangements with her to pay it back.
10. The tenant claimed that she had paid back that \$250.00 either at the end of December 2019 or in installments in early 2020. She did concede, though, that she had no record of those extra rent payment.

Analysis

11. The tenant acknowledges that she owes \$280.00 From November 2018 and the landlord's claim that amount therefore succeeds.
12. Regarding the rent for December 2019, as the tenant had asserted that she had made her rent payments for that month, she has the burden of establishing that claim. The landlord denied that she had received \$250.00 for that month and the tenant presented no evidence at the hearing to corroborate her assertion. No receipts were issued for the tenant's cash payments and she presented no receipts at the hearing showing that she had made electronic money transfers in addition to the payments noted in the landlord's records.
13. As the tenant failed to establish that she had paid the full rent for December 2019, I find that the landlord is also entitled to a payment of \$250.00 for that month.

Decision

14. The landlord's claim for a payment of rent succeeds in the amount of \$530.00 (\$280.00 for November 2018 and \$250.00 for December 2019).

Issue 2: Late Fees

Relevant Submissions

15. The landlord has assessed late fees in the amount of \$75.00.

Analysis and Decision

16. Section 15.1(1) of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

17. The minister has set the following fees:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

18. As the tenant first fell into rental arrears in November 2018, the landlord is entitled to an award for the maximum fee of \$75.00 set by the minister.

Summary of Decision

19. The landlord is entitled to the following:

a) Rent Owing\$530.00

b) Late Fees\$75.00

c) Total Owing to Landlord\$605.00

18 June 2021

Date

John R. Cook
Residential Tenancies Tribunal