

Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0431-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:53 am on 03 February 2021 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as “the landlord”. 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 \$413.27, and
 - An order for a payment of hearing expenses totalling \$20.00.

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*.
5. Also relevant and considered in this case is section 23 of the *Residential Tenancies Act, 2018*.

Issue 1: Rent - \$413.27

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered into a monthly rental agreement with the tenant commencing 03 December 2018 and a copy of the executed lease

was submitted with her application (█ #1). The agreed rent was set at \$415.00 per month.

7. The landlord stated that at the end of May 2020 she received notice from the tenant that she would be moving out of the unit between 15 June and 01 July 2020. She stated that she was informed that the tenant had hired a moving truck for 20 June 2020, but she was unsure as to the exact date that the tenant vacated.
8. With her application, the landlord submitted a copy of her rent records (█ #2) for 2020. According to these records, the tenant had a rent credit of \$1.73cr at the beginning of the year and that credit was carried forward every month as the tenant was up-to-date with her rent payments of \$415.00 every month.
9. The landlord pointed out, though, that she had not received any rent for June 2020, leaving the tenant with a balance of \$413.27. She is seeking an order for a payment of that amount.

The Tenant's Position

10. The tenant did not dispute the landlord's timeline of events and she acknowledged that she had not paid rent for June 2020.
11. The tenant stated that the reason she had terminated her agreement was because she was having troubles with an occupant of the adjoining unit, █, who was also renting from the landlord. She testified that █ had threatened her and her daughter on several occasions and she had to call the police a couple times.
12. She stated because of these issues, she was required to move but she did not have the financial resources to pay for the move, the security deposit, and rent for the new apartment, as well as the rent for this unit for June 2020. She also argued that because █ had been interfering with her peaceful enjoyment, she assumed that the rental agreement she had with the landlord was null and void.

Analysis

13. Where a tenant's peaceful enjoyment has been disturbed by the landlord or a neighbouring tenant, section 23 of the *Residential Tenancies Act, 2018* does allow a tenant to terminate her agreement on 5 days notice. Where a tenant issues a notice under section 23, she is only responsible for rent for up to the termination date set out in her notice, so long as it is at least 5 days after the notice was issued.
14. It is not disputed that the e-mail sent to the landlord in May 2020 indicates that the tenant would be vacating sometime between 15 June and 01 July 2020 and I agree with the landlord that, based on that notice, the tenant is responsible for rent up to the end of June 2020.

15. The landlord's records show that the rent owing for the period ending 30 June 2020 comes to \$413.27 and I therefore find that she is entitled to an award in that amount.

Decision

16. The landlord's claim for a payment of rent succeeds in the amount of \$413.27.

Issue 2: Hearing Expenses

17. As the landlord's claim has been successful, the tenant shall pay her hearing expense of \$20.00 for the costs of filing this application.

Summary of Decision

18. The landlord is entitled to the following:

- a) Rent Owing\$413.27
- b) Hearing Expenses.....\$20.00
- c) Total Owing to Landlord\$433.27

21 April 2021
Date


Jo
Residential Tenancies Tribunal