

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0586-05

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:20 a.m. on 12-May-2022.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that he served the tenant with notice of today’s hearing on 01-March-2022, electronically by text message. The tenant confirmed this service.
5. The landlord amended his application to removed premises vacated as the tenant has already moved.

Issues before the Tribunal

6. The landlord is seeking rent \$5,665.00.

Legislation and Policy

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

Issue 1: Vacant Possession of the Rental Premises

Landlord's Position

8. The landlord said that the tenant moved in around March 2020. He said they had a verbal rental agreement and the tenant initially was paying her rent weekly, this eventually became a monthly payment of \$1,650.00 with utilities included. The landlord said he didn't require a security deposit, so none was paid. The landlord said that the tenant moved out 31-December-2021.
9. The landlord submitted a rent ledger (LL#03), he said that the tenant paid him \$1,300.00 on 02-October-2021. That payment covered a portion of August and September rent. The amount still owed for September is \$715.00. The landlord said that he has not received any payments of rent since the 02-October-2021 payment. The landlord is seeking rent owed to the end of December, as follows:
 - September \$715.00
 - October 1,650.00
 - November 1,650.00
 - December 1,650.00
 - Total \$5,665.00
10. The landlord is seeking the full amount of rent owed, \$5,665.00.

Tenant's Position

11. The tenant confirms the terms of her rental agreement.
12. The tenant acknowledges that she owes the landlord the rent money stated. The tenant said that she is waiting on a court settlement and will be paying the landlord in full when she receives this money.

Analysis

13. Non-payment of rent is a violation of the rental agreement. There is no dispute the tenant acknowledges that she owes this rent money, in full, to the landlord.

Decision

14. The landlord's claim for rent succeeds in the amount of \$5,665.00.

Summary of Decision

15. The tenant shall pay the landlord \$5,665.00 for rent owed.

May 16, 2022

Date

