

Residential Tenancies Tribunal

Decision 19-0683-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 9:30 a.m. on October 3, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The landlord, [REDACTED], hereafter referred to as the landlord, did not attend the hearing. He was represented by [REDACTED], hereafter referred to as the representative.
3. The tenant, [REDACTED], hereafter referred to as the tenant, participated in the hearing by conference call.

Preliminary Matter

4. The representative discontinued the claim for vacant possession as the tenant vacated on September 30, 2019. The claim for payment of rent was amended from \$300.00 to \$1000.00.

Issues before the Tribunal

5. The landlord is seeking the following:
 - a. Payment of rent in the amount of \$1000.00.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.

7. Also relevant and considered in this case are Sections 14 and 19 of the Act.

Issue 1: Payment of rent - \$1000.00

8. In determining an application for the payment of rent, the landlord is required to establish the rental rate and the payment record.

Landlord Position

9. The tenant moved into the unit on March 29, 2017 on a month to month tenancy with rent set at \$1000.00 per month due on the 1st of each month. The representative testified that a termination notice under section 19 of the Act was served on the tenant on August 26, 2019 to vacate on September 6, 2019 because the full amount of rent was not paid for August. In early September 2019 the remainder of rent for the month of August was paid through interac e-transfer. The tenant has not paid rent for the month of September 2019.

10. The landlord submitted a copy of the termination notice dated August 26, 2019 (LL #1).

Tenant Position

11. The tenant testified that she received the termination notice by a text message. She moved out of the unit on September 30, 2019 and she is not disputing the claim for payment of rent for the month of September 2019.

Analysis

12. I have reviewed the testimony and the evidence of the landlord's representative and tenant. I find there is one issue that needs to be addressed; is the rent in arrears for the month of September 2019. The tenant did not pay the rent for the month of September and she vacated on September 30, 2019. The tenant shall pay the rent for the month of September in the amount of \$1000.00.

Decision

13. The landlord's claim for payment of rent succeeds in the amount of \$1000.00.

Issue 2: Application for Security Deposit

14. Under the authority of Section 47.(j) the director may authorize a landlord to offset money a tenant owes to the landlord against money the landlord owes

to the tenant. Further under subsection (m), the director has the authority to determine the disposition of the security deposit.

Landlord Position

15. A \$500.00 security deposit was paid.

Tenant Position

16. The tenant acknowledges that she paid a \$500.00 security deposit on March 20, 2017.

Analysis

17. A \$500.00 security deposit was paid in March 2017. The landlord shall retain the \$500.00 as the landlord was awarded rent for the month of September.

Decision


18. The landlord shall retain the security deposit in the amount of \$500.00 as outlined in this decision and attached order.

Summary of Decision

19. The landlord is entitled to the following:

a) Payment of rent.....	\$1000.00
b) Less the security deposit	(500.00)
c) Total owing to the landlord	<u>\$500.00</u>

December 20, 2019
Date


Residential Tenancies Section