

## Residential Tenancies Tribunal

Decision 20-0030-03

Michael Greene  
Adjudicator

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### Introduction

1. The hearing was called at **1:30 pm** on **13 October 2020** at Residential Tenancies Hearing Room, 84 Mt. Bernard Avenue, Lower Level, The Sir Richard Squires Building, Corner Brook, Newfoundland and Labrador via Bell Teleconferencing System.
2. The applicant, [REDACTED], hereafter referred to as the tenant, participated in the hearing (*Affirmed*).
3. The respondent, [REDACTED], hereafter referred to as landlord1 participated in the hearing (*Affirmed*).
4. The respondent, [REDACTED], hereafter referred to as landlord2 participated in the hearing (*Affirmed*).
5. The details of the claim were presented as a verbal monthly rental agreement with rent set at \$600.00 per month and due on the 1<sup>st</sup> of each month. There was no security deposit collected on this tenancy. The tenant issued a text message as a termination notice dated 14 April 2020 with no stated termination date.
6. In a proceeding under the *Residential Tenancies Act, 2018*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicant has to establish that his/her account of events are more likely than not to have happened.

## Preliminary Matters

7. The affidavit submitted by the tenant shows that landlord1 was served with the notice of this hearing on the **25 June 2020** by serving the application for dispute resolution document to landlord1 and landlord2 via registered mail ( [REDACTED] ) ( [REDACTED] ).

The Residential Tenancies Office served a notice of re-scheduled hearing to all parties on **20 August 2020**.

## Issues before the Tribunal

8. The tenant is seeking the following:
  - a) Refund of rent **\$600.00**
  - b) Hearing Expenses

## Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in the *Residential Tenancies Act, 2018 (the Act)*, Section 47.
10. Also relevant and considered in this case are Sections 19, 34 and 35 of *the Act*; and Policy 12-1: *Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF*.

## Issue 1: Rent refund - \$600.00

### Relevant Submissions

#### Tenant Position

11. The tenant stated that she had paid first and last month's rent upon moving into the property. The tenant testified that she had experienced an interference of peaceful enjoyment on two occasions which involved a domestic dispute between the landlords that involved the Police. The tenant further elaborated that there was a time separation between the events with the second being violent. She stated she advised the landlords she was leaving the property because of the incidents, provided the landlords with notice (**Exhibit T# 1 and 2**) and testified that the property was re-rented for 01 May 2020.

## Landlord Position

12. The landlords testified that the fights were not as severe as the tenant has indicated. They stated that the Police did respond and were involved in the domestic disputes.

## **Analysis**

13. I have reviewed the testimony and evidence of the tenant and landlords in this matter. As far as I can see, there is one issue here that needs to be addressed: (i) is the tenant entitled to a refund of rent.
14. The tenant testified that she notified the landlords that she was moving as a direct result of the landlords interfering with her peaceful enjoyment. The tenant provided her notice via text message. The notice provided does not conform to the requirements in the legislation under section 23.
15. The tenant further advises that the landlords had re-rented the property for 01 May 2020 (**Exhibit T #6**) and seeks the refund of the rent paid for May 2020. The tenant offers the ad placed by the landlords which indicates that the property was rented along with a series of text conversations with the landlords. It is apparent from the conversation with [REDACTED] beginning 01 May 2020 fell on deaf ears as soon as the request for a refund of rent was requested.
16. The landlords stated at the hearing that the tenant did not provide a 30 day notice and therefore is not entitled to the rent refunded. The legislation allows for a short notice to be given under section 23 and the landlords themselves have acknowledged that there was a domestic dispute. It is apparent that the landlords have attempted to down play the extent of the altercation. Further, I accept the evidence of the tenant that the landlords had rented the property for 01 May 2020 thereby requiring a refund of rents paid by the previous tenant. Records are clear that \$600.00 was paid for May 2020 (**Exhibit T # 5**) and as such the tenant would be entitled to a refund of the rent paid for the same period covered by a new tenant.

## **Decision**

17. The tenant's claim for rent succeeds as follows:
  - a. Rent May 1 – 31, 2020: \$600.00

**Issue 3: Hearing Expenses**

Tenant Position

18. The tenant paid a fee in the amount of \$20.00 as an application filing fee and presented a receipt from Service NL (██████████) (**Exhibit T # 3**). The tenant paid a fee in the amount of \$28.12 for the service of documents via registered mail (**Exhibit T # 4**). The tenant is seeking these expenses.

**Analysis**

19. I have reviewed the testimony and evidence of the tenant in this matter. The expenses incurred by the tenant are considered a reasonable expenses and are provided for with in Policy 12-1 *Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF*. As such, I find the landlords are responsible to cover the reasonable expense of the tenant in the amount of \$48.12.

**Decision**

20. The landlords shall pay the reasonable expense of the tenant in the amount of \$48.12.

**Summary of Decision**

21. The tenant is entitled to the following:

a)	Rent refund .....	\$600.00
b)	Hearing Expenses .....	48.12
c)	<b>Total Owing to the Tenant.....</b>	<b>\$648.12</b>

15 December 2020  
\_\_\_\_\_  
**Date**

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\_\_\_\_\_  
**Michael Greene**  
**Residential Tenancies Tribunal**