

Residential Tenancies Tribunal

Decision 20-0062-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:10 pm on 19 February 2020 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
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:
 - a. An order for a payment of rent in the amount of \$950.27;
 - b. An order for a payment of late fees in the amount of \$75.00; and
 - c. An order for vacant possession of the rented premises.

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 are sections 15 and 19 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. The landlord amended her application at the hearing. She stated that he was no longer seeking an order for possession of the rented premises as the tenant had vacated the rented premises on 18 February 2020. She also stated that she was now seeking a payment of rent in the amount of \$895.27.

Issue 1: Rent - \$895.27

Relevant Submissions

The Landlord's Position

7. The landlord stated that she had entered into a 1-year, fixed-term rental agreement with the tenant on 01 September 2019 and a copy of the executed lease was submitted at the hearing (█ #1). The agreed rent was set at \$750.00 and it is acknowledged in the lease that the tenant had paid a security deposit in the amount of \$562.50.
8. The tenant had been carrying rental arrears since she moved into the unit and on 09 January 2020 the landlord issued the tenant a termination notice. A copy of that notice was submitted with the landlord's application (█ #2). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent) and it had an effective termination date of 20 January 2020. The tenant vacated on 18 February 2020.
9. The landlord submitted rent records at the hearing showing the payments she had received since the tenant moved in (█ #5). According to these records, the tenant had been carrying a balance since September 2019. In January 2020, the tenant had brought the balance down to \$200.27, but since that time, rent for February 2020 has come due and the landlord has only received 1 payment from the tenant, in the amount of \$55.00.
10. The rent records show that the tenant currently owes \$895.27 for the period ending 29 February 2020.

The Tenant's Position

11. The tenant acknowledges that she owes \$895.27 and she did not dispute the landlord's records of the payments that she had made.
12. The tenant stated that she is receiving income support and they were paying the rent on her behalf. She stated that she has been having constant problems with that agency and that those problems were made worse by the fact that she had become ill and had to quit her job and drop out of school.

Analysis

13. As the tenant acknowledged that she owes \$895.27, the landlord's claim succeeds in that amount.

Decision

14. The landlord's claim for a payment of rent succeeds in the amount of \$895.27.

Issue 2: Late fees - \$75.00

Relevant Submissions

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

Analysis

16. Section 15.(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.

Decision

18. As the tenant has been in arrears since 02 September 2019, the landlord is entitled to an award for the maximum fee of \$75.00 set by the minister.

Issue 3: Hearing Expenses

19. The landlord paid \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Issue 4: Security Deposit

20. The landlord stated that the tenants had paid a security deposit of \$562.50, in 2 installments, on 26 August and 30 August 2019, and receipt of that deposit is acknowledged in the submitted lease. As the landlord’s claim has been successful, she shall retain that deposit as outlined in this decision and attached order.


Summary of Decision

21. The landlord is entitled to the following:

- a) Rent Owing\$895.27
- b) Late Fees\$75.00
- c) Hearing Expenses.....\$20.00
- d) LESS: Security Deposit..... (\$562.50)
- e) Total Owing to Landlord\$427.77

25 May 2020

Date


John R. Cook
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