

Residential Tenancies Tribunal

Application 2024-0699-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 26-November-2024 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.
4. The applicant was assisted in her presentation of her evidence by [REDACTED], who also attended via teleconference.

Preliminary Matters

5. The tenants were not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing via prepaid registered mail on 20-October-2024 at 11:00 pm. The appropriate supporting document were also provided (LL#2). Checking the tracking number showed that the documents were made available for pickup. Subsequently this office issued a notice of rescheduled hearing to the tenants on 28-October-2024, with a tracking number of [REDACTED]. Checking this number showed that the package was made available for pickup. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.

Issues before the Tribunal

6. Should the landlords' claim for unpaid rent succeed?

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 (the *Act*).

Issue 1: Unpaid Rent

8. The landlord claims for \$13600.00 in unpaid rent. A rental ledger was offered in support of this (LL#3). She testified that by verbal agreement the monthly rent was \$600.00/month and that nothing was paid from when the tenant began to occupy the property at the beginning of July 2021 to September 2023, which represents a period of 26 months. She testified that she has received three payments since then totaling \$2000.00.
9. I accept the landlord's uncontradicted testimony. The landlord's claim succeeds in the amount of \$13600.00.

Decision

10. The tenants shall pay to the landlord \$13600.00 in unpaid rent.
11. The landlord's claim was successful and they are therefore entitled to have their reasonable hearing expenses covered. In this case, they claimed the \$20.00 application fee and the cost of registered mail. However, no receipts were received regarding the cost of registered mail. Therefore, I decline to grant those costs.

Summary of Decision

12. The tenants shall pay to the landlord \$13620.00 as follows:

Unpaid Rent.....	\$13600.00
Hearing Expenses.....	\$20.00
Total.....	\$13620.00

17-January-2025
Date


Seren Cahill
Residential Tenancies Office