

Residential Tenancies Tribunal

Application 2024-0824-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 14-January-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” did not attend. The applicant’s authorized representative, [REDACTED], attended by teleconference (LL#1).
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach her 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 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 she has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically via text message using cell number: [REDACTED] [REDACTED] on 2-January-2025 (LL#2). The landlord confirmed that he used the cell number as provided to him in the rental agreement (LL#3) and he confirmed that the message was delivered. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
5. There was a written month-to-month sublet rental agreement which commenced on 1-April-2024. The tenant vacated the unit on 10-October-2024. Rent was \$1700.00 per month, due on the first day of each month. A security deposit of \$1000.00 was paid on 24-May-2024 and is in the landlord’s possession.
6. The landlord amended the application to omit *vacant possession*, increase *rent paid* from \$1700.00 as per the application to \$3400.00 and to include hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$3400.00
 - Utilities paid \$822.69
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$1000.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees.

Issue # 1: Rent Paid \$3400.00

Relevant Submission

10. The landlord's representative testified that rent is outstanding for the months of August, September and a portion of October 2024, however the landlord is only seeking rent to be paid for August and September in the amount of \$3400.00. The landlord submitted a copy of a rental ledger to support the claim (LL#4). See copy of ledger below:

1-Apr-24	April Rent	\$ 1,700.00	\$ 0.00	\$ 1,700.00
2-Apr-24	payment	\$ 0.00	\$ 1,700.00	\$ 0.00
1-May-24	May Rent	\$ 1,700.00	\$ 0.00	\$ 1,700.00
2-May-24	payment	\$ 0.00	\$ 1,400.00	\$ 300.00
2-May-24	payment	\$ 0.00	\$ 300.00	\$ 0.00
1-Jun-24	June Rent	\$ 1,700.00	\$ 1,400.00	\$ 300.00
2-Jun-24	payment	\$ 0.00	\$ 300.00	\$ 0.00
20-Jun-24	payment advance	\$ 0.00	\$ 950.00	-\$ 950.00
30-Jun-24	payment advance	\$ 0.00	\$ 450.00	-\$ 1,400.00
1-Jul-24	July Rent	\$ 1,700.00	\$ 0.00	\$ 300.00
5-Jul-24	payment	\$ 0.00	\$ 300.00	\$ 0.00
1-Aug-24	August Rent	\$ 1,700.00	\$ 0.00	\$ 1,700.00

Landlord's Position

11. The landlord's representative testified that rent was last paid on 5-July-2024 and payments have not been received for the months of August and September 2024. The landlord is seeking rent to be paid in full.

Analysis

12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement, by a tenant to a landlord for the use or occupancy of a residential premises. I accept the landlord's representative's claim that the landlord is on seeking rent to be paid for August and September.

13. I find that the tenant is responsible for outstanding rent for the months of August and September 2024 while she was still occupying the premises in the amount of \$3400.00.

Decision

14. The landlord's claim for *rent paid* succeeds in the amount of \$3400.00.

Issue # 2: Utilities Paid \$822.69

Relevant Submission

15. The landlord's representative testified that utilities are outstanding in the amount of \$822.69 dating back to April 2024 and he is seeking utilities to be paid in full. The landlord submitted a copy of a utilities ledger to support the claim (LL#5). See copy of utilities ledger below:

April 1-31, 2024, Wifi Bill	\$ 53.62
April 1-31, 2024 - Newfoundland power bill	\$ 236.28
May 1-31, 2024, Wifi Bill	\$ 53.62
May 1-31, 2024 - Newfoundland power bill	\$ 228.85
June 1-31, 2024, Wifi Bill	\$ 53.62
June 1-31, 2024 - Newfoundland power bill	\$ 90.03
July 1-31, 2024, Wifi Bill	\$ 53.62
July 1-31, 2024 - Newfoundland power bill	<i>yet not received</i>
August 1-31, 2024, Wifi Bill	\$ 53.62
August 1-31, 2024 - Newfoundland power bill	<i>yet to receive</i>

Landlord's Position

16. The landlord testified that the utilities are outstanding since 1-April-2024 up to the date the tenant vacated the unit in October 2024. The landlord's representative stated that the charges include both the *wifi* expenses and the *Newfoundland & Labrador Power* expenses and he stated that he does not have current bills past the end of August. The landlord submitted a copy of a text message whereby he quotes the outstanding utility bills to the tenant, at which time she responded saying that she acknowledges that the utilities are in arrears and states that she has submitted a request to *Income Support* for help with the utilities (LL#6).

Analysis

17. As the tenant was not present to dispute the claim, I accept the landlord's utilities ledger and the copy of the text message to support the claim. I find that the tenant is responsible for the outstanding utilities as outlined on the utility's ledger above in the amount of \$823.26. Note: there is a discrepancy in the amount sought by the landlord and the total on the ledger.

Decision

18. The landlord's claim for *utilities paid* succeeds in the amount of \$823.26.

Issue # 3: Hearing expenses \$20.00

Analysis

19. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#7). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

20. The landlord's claim for *hearing expenses* success in the amount of \$20.00.

Issue # 4: Security deposit applied against monies owed \$1000.00

Analysis

21. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
 - (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
 - (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
 - (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
 - (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
 - (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*
22. As the landlord's claim for losses has been successful as per paragraphs 14, 18, and 20 I find that the landlord's claim to have the security deposit applied against monies owed succeeds. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest for 2024 and 2025 is currently 1%.

Decision

23. The landlord's claim to have the *security deposit applied against monies owed*

succeeds.

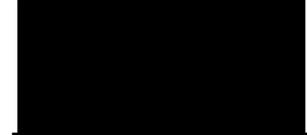
Summary of Decision

24. The tenant shall pay the landlord \$3234.77 as follows:

Rent paid	\$3400.00
Utilities paid	822.69
Hearing expenses	20.00
Less: security deposit & interest.....	1007.92
Total	\$3234.77

February 6, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office