

Residential Tenancies Tribunal

Application 2024-0861-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-December-2024 at 2:01 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
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 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 24-October-2024 hearing electronically on 11-October-2024 at 10:55 pm. The appropriate supporting document were also provided (LL#2). Subsequently, the hearing was rescheduled, and a notice of rescheduled hearing was sent to the respondent by our office via registered mail, tracking number [REDACTED] [REDACTED]. Checking the number showed that the notice was delivered and a signature was available. As the tenant was 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

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

Legislation and Policy

6. 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

7. The landlord claims for \$1983.52 in unpaid rent. A rental ledger was provided in support of this (LL#3). The rental ledger counts from the date of 8-August-2024, as the rent up until 8-August-2024 was dealt with in a previous hearing (applications 2024-0612-NL and 2024-0633-NL), up until the date the tenant vacated on 31-August-2024. I accept the landlord's uncontradicted testimony.

Decision

8. The tenants shall pay to the landlord \$1983.52 in unpaid rent.
9. The tenancy has ended and the security deposit must be disposed of. In this case, the security deposit was \$1375.00 and was paid on or about 31-January-2024.
10. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribed a simple cumulative interest rate of 1% annual for the year of 2024. Calculated to the date of the hearing, this yields a total interest owing of \$11.83.
11. As the landlord is owed moneys, he may apply the security deposit against the sum owed.

Summary of Decision

12. The tenant shall pay to the landlord \$596.69 as follows:

Rent.....	\$1983.52
Less Security Deposit.....	-(\$1386.83)

Total.....	\$596.69
------------	----------

7-January-2025

Date

Seren Cahill
Residential Tenancies Office