

Residential Tenancies Tribunal

Application 2024-1030-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 3-December-2024 at 2:00 pm.
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.

Preliminary Matters

4. 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 electronically on 20-November-2024 at 1:00 pm. 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

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 \$1600 in unpaid rent, which represents the entire monthly rent for the month of October. He testified that he received no rent payment for this month. He also testified that he issued a termination notice for the date of 18-October-2024, and says they stayed until the early morning of 19-October-2024.
8. The landlord cannot claim rent for days which the tenants did not occupy the premises and did not have the right to occupy the premises. A daily rate must therefore be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months of the year and dividing by the number of days of the current year. In this case, the daily rate is $\$1600/\text{month} * (12 \text{ months} / 366 \text{ days}) = \$52.46/\text{day}$. Multiplying this by 19 yields the total rent due for the month of October as being \$996.72.

Decision

9. The tenants shall pay to the landlord \$996.72 in unpaid rent.
10. The tenancy has ended and the security deposit must be disposed of. In this case, the security deposit was \$800.00 and was paid on 26-July-2024.
11. 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 \$2.75.
12. As the landlord is owed moneys, he may apply the security deposit against the sum owed.
13. The landlord was successful in his application and is therefore entitled to have his reasonable hearing expenses covered. In this case, he claims only the \$20.00 application fee.

Summary of Decision

14. The tenants shall pay to the landlord \$213.97 as follows:

Rent.....	\$996.72
Hearing Expenses.....	\$20.00
Less Security Deposit...-(\$802.75)	
 Total.....	\$213.97

8-January-2025

Date


Seren Cahill
Residential Tenancies Office