

Residential Tenancies Tribunal

Application 2024-1128-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 20-January-2024 at 2:01 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 personally on 23-December-2024 at 4:45 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 and utilities 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 \$4027 in unpaid rent. A rental ledger was provided in support of this (LL#2). He testified that the tenants remained in the premises until partway through December 2024 and that they owed \$1109.00 from September and \$1459.00 for both October and November.
8. The landlord also claims \$82.27 in unpaid utilities. A bill (LL#3) was provided to support this claim.
9. I accept the landlord's uncontradicted testimony. Their claim for unpaid rent succeeds in the amount of \$4027.00. Their claim for unpaid utilities succeeds in the amount of \$82.27.

Decision

10. The landlord's claim for unpaid rent succeeds in the amount of \$4027.00.
11. The landlord's claim for unpaid utilities succeeds in the amount of \$82.27.

Summary of Decision

12. The tenant shall pay to the landlord \$4109.27 as follows:

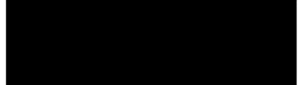
Unpaid Rent.....\$4027.00

Unpaid Utilities.....\$82.27

Total.....\$4109.27

21-February-2025

Date


Seren Cahill
Residential Tenancies Office