

Residential Tenancies Tribunal

Application 2024-1207-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 12-February-2025 at 9:15 am.
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 hearing personally on 29-January-2025 at 11:30 pm. Checking the tracking number showed that the documents were received. 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.
5. The landlord originally applied for an order of vacant possession and unpaid rent. However, the tenant vacated the premises by the time of the hearing. The application for an order of vacant possession was therefore abandoned.

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 says that the tenant moved in on 1-December-2024 and left 23-January-2025. She testified that they had a verbal agreement that the tenant would pay \$950.00/month but only \$500.00 was ever paid. She therefore seeks the full month's rent for December and a pro-rated amount for January, minus the \$500.00 she received. A rental ledger was provided (LL#2).
9. I accept the landlord's uncontradicted testimony.
10. To determine a daily amount, the correct formula is to multiply the monthly rent by the 12 months of the year and divide by the 365 days. This results in a daily rate of \$950/month*(12 months/365 days)=\$31.23/day. Multiplied by the 23 days of January before the landlord regained possession of the premises yields a total rent due of \$718.36 for the month of January. This results in a total rent due of \$1168.36.

Decision

11. The tenant shall pay to the landlord \$1168.36 in unpaid rent.

17-April-2025

Date

Seren Cahill
Residential Tenancies Office