

Residential Tenancies Tribunal

Application 2025-0295-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 8-May-2025 at 2:00 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who 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 landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant personally on 24-April-2025 at approximately 7:30 pm. 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 their absence.
5. The landlord originally applied for an order of vacant possession as well as unpaid rent. As the tenant vacated by the time of the hearing, the application as amended to remove the request for an order of vacant possession.

Issues before the Tribunal

6. Should the tenant's 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 claims \$4050.00 in unpaid rent, representing the full monthly rent of \$1300.00 a month for the months of March and April 2025 and the monthly rent of \$1450.00 for the month of May 2025. A rental ledger was provided in support of this (LL#2).
9. The rental agreement (LL#3) gives the monthly rent as \$1300.00 for the months of November-April and \$1450.00 for the months of May-October. This is meant to offset the increased cost of heating during the cooler months.
10. The landlord testified that the tenant vacated on 1-May-2025 but had not paid rent past February 2025.
11. The landlord testified that he would not be able to rent the premises for May 2025 as the tenant had left the premises in an unclean state.
12. The landlord's claim for unpaid rent for the months of March and April succeeds in the amount of \$2600.00. I am unable to make a decision in regard to rent for the full month of May 2025 as this tribunal does not deal in future rent and cannot award rent past the date of the hearing. Further, as the rent is claimed at least partially because of alleged damages, and the landlord has testified that he is already in the process of making a damages claim, I find that this issue is better left to that hearing.

Decision

13. The tenant shall pay to the landlord \$2600.00 in unpaid rent.
14. The tenancy has ended and the security deposit must be disposed of. In the present case the security deposit is \$1200.00 which was received on 30-October-2023. 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 an interest rate of 0% for year 2023 and a simple cumulative interest rate of 1% annual for each of the years 2024 and 2025. Calculated to the date of the hearing, this yields a total interest of \$16.24.
15. As the landlord is owed moneys, they may apply the security deposit plus interest, valued at \$1216.24, against the sum owed.

Summary of Decision

16. The tenant shall pay to the landlord \$1383.76 as follows:

Unpaid Rent.....	\$2600.00
Less Security Deposit.....	(\$1216.24)
Total.....	\$1383.76

9-July-2025

Date

[REDACTED]
Seren Cahill
Residential Tenancies Office