

Residential Tenancies Tribunal

Application 2025-0532-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:14 a.m. on 23-July-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" attended by 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 her 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 the notice of 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 she has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 2-July-2025 (LL#1). Canada Post tracking shows that the mail was never retrieved. In accordance with the *Residential Tenancies Act, 2018* registered mail is considered served 5 days after it has been sent. 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 her absence.
5. There was a written month-to-month rental agreement that commenced on 1-April-2024. The tenant was removed from the unit on 10-July-2025. Rent was \$667.00 per month, due on the first day of each month. A security deposit was never paid.
6. The landlord increased *rent paid* from \$6888.00 as per the application to \$7555.00. Also, the landlord omitted *premises vacated* from the application and is seeking hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$7555.00
 - Hearing expenses \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Issue # 1: Rent Paid \$7555.00

Relevant Submission

9. The landlord's representative testified that rent is outstanding in the amount of \$7555.00 and they submitted a rental ledger to support the claim (LL#2). See partial breakdown of rental ledger below:

STATEMENT OF RENT ACCOUNT - THIS IS NOT A BILL

Date	Transaction Description	Debit	Credit	Balance
01-FEB-25	Periodic Debit	667.00		4220.00
01-MAR-25	Periodic Debit	667.00		4887.00
01-APR-25	Periodic Debit	667.00		5554.00
01-MAY-25	Periodic Debit	667.00		6221.00
01-JUN-25	Periodic Debit	667.00		6888.00
01-JUL-25	Periodic Debit	667.00		7555.00

Landlord's Position

10. The landlord's representative testified that rent is in arrears dating back to May 2024 and the current outstanding balance including the month of July is \$7555.00. The landlord's representative stated that they are seeking rent to be paid in full.

Analysis

11. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. The rental ledger is amended to show a daily rate for July as the tenant vacated the unit on 10-July-2025 (see below).

Amended Rental Ledger 2025-0532-NL			
Date	Action	Amount	Total
March 31, 2025	Balance		\$4,887.00
April 1, 2025	Rent due	\$667.00	\$5,554.00
May 1, 2025	Rent due	\$667.00	\$6,221.00
June 1, 2025	Rent due	\$667.00	\$6,888.00
July 1-10, 2025	Rent due (10 days)	\$219.30	\$7,107.30

Daily rate: \$667 x 12 mths = \$8004
\$8004 / 365 days = \$21.93 per day

12. I find that rent is outstanding up to and including 10-July-2025 in the amount of \$7107.30.

Decision

13. The landlord's claim for *rent paid* succeeds in the amount of \$7107.30.

Issue # 2: Hearing expenses \$20.00

14. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the landlord's hearing expenses.

Decision

15. The landlord's claim for *hearing expenses* succeeds in the amount of \$20.00.

Summary of Decision

16. The tenant shall pay the landlord \$7127.30 as follows:

Rent paid	\$7107.30
Hearing expenses	20.00

Total	\$7127.30
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July 23, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office