

Residential Tenancies Tribunal

Application [REDACTED]

Decision 19-0395-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:20 am on 11 June 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, participated in the hearing. She represented her co-applicant, [REDACTED] and a letter of authorization was submitted with her application.
3. The tenant, [REDACTED] hereinafter referred to as “the tenant”, did not participate

Issues before the Tribunal

4. The landlord is seeking the following:
 - a. An order for a payment of rent in the amount of \$3100.00;
 - b. Authorization to retain the \$200.00 security deposit; and
 - c. An order for vacant possession of the rented premises.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018* and rule 29 of *The Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach him by telephone from the hearing room. 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) a respondent 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 he has been properly served. The landlord testified that she had served the tenant, by e-mail, on 30 May 2019. A copy of that e-mail was submitted at the hearing with along with copies of other exchanges she had had with the tenant at that e-mail address. He has had 10 days to provide a response. 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 his absence.

8. The landlord amended her claim and stated that she was no longer seeking an order for possession of the rented premises as the tenant vacated on 02 June 2019.

Issue 1: Rent - \$3100.00

Relevant Submissions

The Landlords' Position

9. The landlord stated that she had entered into a monthly rental agreement with the tenant on 25 September 2019 and a copy of that agreement was submitted at the hearing (█ #1).
10. Although the agreement states that the rent is set at \$700.00, the landlord stated that the rate of rent was reduced to \$600.00 shortly after the tenant moved in.
11. The landlord submitted rent records at the hearing showing the payments she had received from the tenant since March 2018 (█ #3), the last time he had a zero-balance.
12. According to these records, the tenant fell into arrears in April 2018 and although he had been making regular monthly payments to the landlord, most of these payments amounted to less than half of the required rent. The arrears have been steadily accumulating and her records show that the tenant now has a balance of \$3100.00 for the period ending 31 May 2019.
13. The landlord issued the tenant a termination notice on 22 May 2018 and a copy of that notice was submitted at the hearing (█ #3). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent) and it had an effective termination date of 02 June 2019. The tenant vacated on that date.
14. The landlord is seeking an order for a payment of rent in the amount of \$3100.00.

Analysis

15. I accept the testimony and evidence of the landlord in this matter. Her records show that the tenant is in rental arrears in the amount of \$3100.00 and I find that she is therefore entitled to an award for that amount.

Decision

16. The landlords' claim for a payment of rent succeeds in the amount of \$3100.00.

Issue 2: Security Deposit

16. The landlord stated that the tenant had paid a security deposit of \$200.00 on 25 September 2016 and receipt of that deposit is acknowledged in the submitted rental agreement.
17. As the landlord's claim has been successful, she shall retain the security deposit as outlined in this decision and order.

Issue 3: Hearing Expenses

18. The landlord paid a fee of \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Summary of Decision

19. The landlord is entitled to the following:

- a) Rent Owing\$3100.00
- b) Hearing Expenses\$20.00
- c) **LESS: Security Deposit..... (\$200.00)**
- d) Total Owing to Landlord\$2920.00

07 October 2019

Date

