

Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0030-04

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:15 am on 19 April 2021 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as "the landlord". The respondent, [REDACTED] hereinafter referred to as "the tenant", did not participate.

Issues before the Tribunal

3. The landlord is seeking an order for a payment of rent in the amount of \$1614.57.

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. 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

6. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. 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 she has

been properly served. The landlord submitted an affidavit with her application stating that the tenant was served with notice of the hearing, by e-mail, on 07 December 2020, and a copy of that e-mail was submitted with her application. 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.

Issue 1: Rent - \$1614.57

Relevant Submissions

7. The landlord stated that she had entered into a monthly rental agreement with the tenant commencing 22 August 2019 and a copy of that agreement was submitted with her application (■ #1). The agreed rent was set at \$486.00 per month.
8. On 25 July 2020, the tenant informed the landlord that she was terminating their agreement and the landlord regained possession of the property on 05 August 2020.
9. With her application the landlord submitted rent records showing the payments the tenant had made since January 2020 (■ #2). According to those records, the tenant had a zero-balance on 28 February 2020, and since that time she has only made 2 payments to the landlord—\$486.00 was paid on 17 April 2020 and \$400.00 was paid on 28 July 2020.
10. According to the landlord's records, the tenant had a balance owing of \$1544.00 for the period ending 31 July 2020 and the landlord also charged her a pro-rated rent of \$70.57.
11. The landlord is seeking an order for a payment of rent in the amount of \$1614.57.

Analysis

12. I accept the landlord's claim that the tenant has not paid rent as required and her records show that the tenant is currently in arrears in the amount of \$1614.57. As such, her claim succeeds.

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$1614.57.

Issue 2: Hearing Expenses

14. As the landlord's claim has been successful, the tenant shall pay her hearing expense of \$20.00 for the costs of filing this application.

Summary of Decision

15. The landlord is entitled to the following:

- a) Rent Owing\$1614.57
- b) Hearing Expenses.....\$20.00
- c) Total Owing to Landlord\$1634.57

20 September 2021

Date

John [REDACTED]
Residential Tenancies Tribunal