

Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0438-05

Michael Greene
Adjudicator

Introduction

1. The hearing was called at **1:50 pm** on **26 January 2021** at Residential Tenancies Hearing Room, 84 Mt. Bernard Avenue, Lower Level, The Sir Richard Squires Building, Corner Brook, Newfoundland and Labrador via Bell Teleconference System.
2. The applicant, [REDACTED] hereafter referred to as the landlord, participated in the hearing and was represented by [REDACTED]
3. The respondent, [REDACTED] hereafter referred to as the tenant, did not participate in the hearing.
4. The details of the claim were presented as a written monthly rental agreement with rent set at \$259.00 per month and due on the 1st of each month. It was stated that there was no security deposit collected on this tenancy. The tenant issued a termination notice dated 06 February 2020 for the intended termination date of 29 February 2020 under Section 19 of the *Residential Tenancies Act, 2018*. The landlord indicated that the notice was mutually extended because the tenant was unable to move her belongings in time.
5. In a proceeding under the *Residential Tenancies Act, 2018*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicant has to establish that his/her account of events are more likely than not to have happened.

Preliminary Matters

6. The tenant, [REDACTED] was not present or represented at the hearing. The Tribunal's policies concerning notice requirements and hearing attendance has been adopted from the *Rules of the Supreme Court, 1986*.
 - a. Rule 29.05(2)(a) states *a respondent to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date* and, 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/she has been properly served*.

The affidavit submitted by the landlord shows that the tenant was served with the notice of this hearing on the **17 October 2020** by serving the application for dispute resolution document to the tenant by email:

[REDACTED] and verification of the sent email and the use of the email is attached.

The tenant had entered into a mediated agreement with the landlord but failed to sign the agreement requiring the hearing to be re-scheduled to 26 January 2021.

A phone call was placed to the tenant with the following results:

[REDACTED] – No answer and a message left.

As the tenant was properly served in accordance with the *Residential Tenancies Act, 2018*, with the application for dispute resolution, and as any further delay in these proceedings would unfairly disadvantage the landlord applicant, I proceeded with the hearing.

Issues before the Tribunal

7. The landlord is seeking the following:
 - a) Payment of rent owing **\$487.50**
 - b) Hearing expenses

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in the *Residential Tenancies Act, 2018 (the Act)*, Section 47.
9. Also relevant and considered in this case are Sections 19, 34 and 35 of *the Act*, and Policy 12-1: *Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF*.

Issue 1: Rent Owing - \$487.50

Relevant Submissions

Landlord Position

10. The landlord stated that they had entered into a written rental agreement with the tenant, commencing 01 November 2018. The agreed rent was as of 01 February 2020 was set at \$259.00 per month and due on the 1st day of each month with no security deposit collected on this tenancy. The tenant issued a termination notice on 06 February 2020 for the intended date of 29 February 2020. The notice was mutually extended and the landlord stated that rent was outstanding in the amount of \$487.50 (**Exhibit L # 1**) for the period ending 31 March 2020 and stated as of the hearing date 26 January 2021, rent remains outstanding.

Analysis

11. I have reviewed the testimony and evidence of the landlord in this matter. As far as I can see, there is one issue here that needs to be addressed: (i) is the rent that is being claimed by the landlord actually owed by the tenant.
12. With respect to the arrears being claimed, I agree with the landlord that rent is owed. Rent is required to be paid by the tenant for use and occupation of the rented premises as set out in the rental agreement established when the tenancy began. Records are clear that rent for the period ending 31 March 2020 is outstanding in the amount of **\$487.50**.

Decision

13. The landlord's total claim for rent succeeds as follows:

- a) Rent owing up to 31 March 2020 \$487.50

Issue 2: Hearing Expenses

Landlord Position

14. The landlord paid a fee in the amount of \$20.00 as an application filing fee and presented a receipt from Service NL [REDACTED] (**Exhibit L # 3**). The landlord is seeking this cost.

Analysis

15. I have reviewed the testimony and evidence of the landlord in this matter. The expenses incurred by the landlord are considered a reasonable expense and are provided for with in Policy 12-1 *Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF*. As such, I find the tenant is responsible to cover these reasonable expenses.

Decision

16. The tenant shall pay the reasonable expenses of the landlord in the amount of \$20.00.

Summary of Decision

17. The landlord is entitled to the following:

a)	Rent Owing (up to and including 31 March 2020).....	\$487.50
b)	Hearing Expenses	<u>\$20.00</u>
c)	Total owing to Landlord	\$507.50

29 January 2021

Date

Michael Greene
Residential Tenancies Tribunal