

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0011-03

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:15 am on 07 June 2021 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. The respondent, [REDACTED], hereinafter referred as "the tenant", did not attend the hearing.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$3750.00,
 - An order for a payment of utilities in the amount of \$925.81,
 - An order for a payment of \$20.00 for hearing expenses, and
 - An order for a payment of \$1000.00 in compensation for inconvenience.

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 rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and no telephone number was available to where he could be reached. 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 submitted an affidavit with her application stating that the tenant had been served with notice of the hearing, by e-mail, on 11 April 2021 and he has had 56 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.

Issue 1: Rent - \$3750.00

Relevant Submissions

7. The landlord stated that she entered into 6-month, fixed-term rental agreement with the tenant in mid-March 2020. The agreed rent was set at \$1500.00 per month and the landlord stated that the tenant had paid a security deposit of \$1000.00. The tenant was responsible for paying his own utilities.
8. In October 2020, the tenant stopped paying his rent and in November 2020 the landlord told him that he would have to move out. The tenant vacated on 16 December 2020.
9. The landlord submitted rent records with her application [REDACTED] #1) showing the payments she had received from the tenant since he moved in. The landlord pointed out that the tenant paid no rent for October or November 2020 and she is seeking \$1500.00 for each of those months. She is also seeking \$750.00 for rent for half of December 2021.

Analysis

10. I accept the landlord's testimony and evidence in this matter, and I agree with her that the tenant has not paid his rent as required. As the tenant vacated on 16 December 2020, and had not paid his rent for October or November 2020, I find that she is entitled to the full \$3750.00 she is claiming here.

Decision

11. The landlord's claim for a payment of rent succeeds in the amount of \$3750.00.

Issue 2: Utilities - \$925.81

Relevant Submissions

12. The landlord stated that the tenant was responsible for paying for the costs of the electrical utilities during his tenancy. It was agreed that the electricity bills would

remain in the landlord's name during the tenancy, and she would pass those bills along to the tenant as they came due and the tenant would pay the monthly charges to the landlord.

13. With her application, the landlord submitted a copy of her utilities ledger [REDACTED] #2), showing the amount she was charged by Newfoundland Power each month, while the tenant resided at the rental property. Those charges total \$2061.81.
14. The landlord stated that the tenant had only made 3 utility payments to her during his tenancy: \$225.00 on 17 September 2020, \$160.00 on 29 October 2020 and \$750.00 on 13 November 2020. Subtracting the total of those payments from the amount that she was charged, the landlord calculates that the tenant still owes her \$925.81.

Analysis

15. I accept the landlord's testimony and evidence in this matter, and I agree with her that the tenant had not been paying the utility bills as agreed. By my calculations, the tenant owes the landlord \$926.81 (\$2061.81 – \$1135.00).

Decision

16. The landlord's claim for a payment of utilities succeeds in the amount of \$926.81.

Issue 3: Compensation for Inconvenience - \$1000.00

Relevant Submissions

17. The landlord stated that because the tenant had failed to pay his rent for October and November 2020, she had to use her line of credit to pay the mortgage on the home, and she claimed that she incurred interest charges. The landlord stated that she did not know the interest rate on her line of credit and she did not know what costs she had incurred.
18. The landlord also complained that she found this ordeal to be stressful and she claimed that it took time "to do this".
19. The landlord is seeking compensation in the amount of \$1000.00 for the interest charges and for the stress that she was caused.

Analysis

20. The landlord failed to produce any evidence or testimony concerning her interest charges on her credit line that would justify any monetary compensation. She likewise failed to produce any evidence establishing that she had incurred any other costs relating to any stress she had suffered. As such, this part of her claim does not succeed.

Decision

21. The landlord's claim for compensation for inconvenience does not succeed.

Issue 4: Security Deposit

22. The landlord stated that the tenant had paid a security deposit of \$1000.00 when he first moved into the unit. As her claim for rent and utilities has succeeded, she shall retain that security deposit as outlined in this decision and attached order.

Issue 5: Hearing Expenses

23. With her application, the landlord submitted a receipt showing that she had paid \$20.00 to file this application. As the landlord's claim has succeeded, the tenant shall pay this hearing expense.

Summary of Decision

24. The landlord is entitled to the following:

- Rent Owing \$3750.00
- Utilities \$926.81
- Hearing Expenses \$20.00
- **LESS: Security Deposit (\$1000.00)**
- Total Owing to Landlord \$3696.81

09 November 2021

Date

