

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0034-03

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 27 October 2021 via teleconference.
2. The applicant, [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as "the landlord".
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as "the tenants", were not in attendance.

Issues before the Tribunal

4. The landlord is seeking an order for a payment of rent in the amount of \$5,096.55.

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 tenants were not present or represented at the hearing and I was unable to reach them 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 he has been properly served. The landlord submitted an affidavit with her application stating that she had sent the application and notice of the hearing to both tenants, individually, at their respective e-mail addresses, on 08 July 2021. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

8. This is the second application the landlord had filed with this Tribunal concerning this tenancy. As a result of application [REDACTED] the landlord and tenant entered into a mediated agreement, on 23 September 2020, whereby the tenant had agreed to pay off the rental arrears that had accrued to that point, totalling \$8744.75. Only \$300.00 of that amount was paid by the tenant, and on 11 June 2021, the Director ordered that the tenant pay to the landlord the remaining \$8444.75, plus her hearing expenses of \$20.00.

Issue 1: Rent - \$5096.55

Relevant Submissions

9. The landlord testified that she had entered into a monthly rental agreement with the tenants on 01 August 2019. The agreed rent was set at \$892.00 per month and a security deposit was not collected. The landlord submitted a copy of the written rental agreement (L#1) and testified that the tenants vacated the rental premises on 02 June 2021.
10. Since 23 September 2020, when the tenants had entered into the mediated agreement, referenced in Preliminary Matters, above, they continued to have difficulties making their monthly rent payments, and according to the landlord's records, no rent payments were made between December 2020 through to June 2021, when they vacated.
11. The landlord's records now show that the tenants have accumulated rental arrears totalling \$13,561.30. Subtracting the amount that the Director ordered the tenants to pay on 11 June 2021, the landlord calculates that the tenants owe an additional \$5096.55 (\$13,561.30 - \$8464.75). She is seeking an order for a payment of that amount.

Analysis

12. I accept the landlord's testimony and evidence that the tenants did not pay their rent as required and that an order of the Director was issued regarding the payment of rent from occupancy of the rental unit through to September 2020.
13. Based on the landlord's submitted records, I agree with her that the tenants are currently in rental arrears in the amount of \$13,561.30. Less the order the

landlord received on 11 June 2021, and less the \$20.00 that was added to that order for hearing expenses, I find that the landlord is entitled to an additional award for rent in the amount of \$5116.55 (\$13,561.30 less \$8444.75)

Decision

14. The landlord's claim for a payment of rent succeeds in the amount of \$5116.55.

Issue 2: Hearing Expenses

15. The landlord paid a fee of \$20.00 to file this application (L# 4). As her claim has been successful, the tenants shall pay this hearing expense.

Summary of Decision

16. The landlord is entitled to the following:

- A payment of \$5116.55, determined as follows:
 - a) Rent Owing\$5116.55
 - b) Hearing Expenses\$20.00
 - c) Total\$5136.55

22 August 2022

Date

