

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0070-03

Jacqueline Williams  
Adjudicator

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### Introduction

1. Hearing was called at 11:14 a.m. on 16-February-2022.
2. The applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach her by telephone at the start of the hearing. 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 their application stating that they had served the tenant with notice of the hearing, by registered mail that was sent on 07-December-2021. The landlord had tracked the package and it was received on 10-December-2021. 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.
5. The landlord amended their application for rent owed from \$1,274.47 to \$1,224.47.

### Issues before the Tribunal

6. The landlord is seeking:
  - Rent, \$1,254.47
  - Hearing expenses \$20.00

## Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 35 Service of documents.

## Issue 1: Rent \$1,224.47

### Relevant Submissions

9. The landlord submitted the rental agreement (LL#02) showing that the tenant moved in on 14-November-2019. They had a written monthly agreement for payment of rent based on tenant's income. Currently she is paying \$386.00 per month. The rental period is from the first day of the month until the last. The rent is due on the first. There was no security deposit paid.
10. The landlord said that the tenant's rent has been in arrears for most of her tenancy. The tenant is eligible for rent abatements that she has not always applied for. There have been months that rent has been paid by income support and other times when the tenant has been responsible to pay rent.
11. The landlord said that upon receipt of the notice of this hearing the tenant made a \$50.00 payment as shown in the amendment to the amount owed. This is reflected in paragraph 5.
12. Presently, the tenant owes \$1,224.47 as shown in the table below and the rent ledger (LL#03) submitted into evidence.

		Rent ledger	
Date	Action	Amount	total
1-Nov-19	rent due	386.00	386.00
28-Nov-19	rent paid	-298.00	88.00
1-Nov-19	rent abatement	-88.00	0.00
29-Nov-20	rent paid	-298.00	-298.00
1-Dec-19	rent due	298.00	0.00
1-Jan-20	rent due	298.00	298.00
10-Jan-20	rent paid	-298.00	0.00
1-Feb-20	rent due	298.00	298.00
21-Feb-20	rent paid	-298.00	0.00
1-Mar-20	rent due	386.00	386.00
26-Mar-20	rent paid	-298.00	88.00
1-Apr-20	rent due	386.00	474.00
23-Apr-20	rent paid	-298.00	176.00

1-May-20	rent due		386.00	562.00
22-May-20		rent paid	-298.00	264.00
1-Jun-20	rent due		386.00	650.00
1-Jul-20	rent due		386.00	1036.00
1-Aug-20	rent due		386.00	1422.00
6-Aug-20		rent paid	-298.00	1124.00
17-Aug-20		rent paid	-298.00	826.00
1-Sep-20	rent due		386.00	1212.00
1-Oct-20	rent due		386.00	1598.00
1-Nov-20	rent due		386.00	1984.00
1-Dec-20	rent due		386.00	2370.00
11-Dec-20		rent abatement \$84 x5	-420.00	1950.00
15-Dec-20		rent paid	-561.03	1388.97
14-Jan-21	rent due		386.00	1774.97
1-Jan-21		rent paid	-131.50	1643.47
1-Feb-21	rent due		386.00	2029.47
12-Feb-21		rent paid	-131.50	1897.97
12-Feb-21		rent paid	-131.50	1766.47
1-Mar-21	rent due		386.00	2152.47
10-Mar-21		rent paid	-263.00	1889.47
24-Mar-21		rent adjustment 5 x \$123	-615.00	1274.47
1-Apr-21	rent due		386.00	1660.47
13-Apr-21		rent paid	-263.00	1397.47
30-Apr-21		rent abatement	-123.00	1274.47
1-May-21	rent due		386.00	1660.47
3-May-21		rent paid	-263.00	1397.47
6-May-21		rent abatement	-123.00	1274.47
1-Jun-21	rent due		386.00	1660.47
1-Jun-21		rent paid	-263.00	1397.47
7-Jun-21		rent abatement	-123.00	1274.47
1-Jul-21	rent due		386.00	1660.47
1-Jul-21		rent paid	-263.00	1397.47
1-Aug-21	rent due		386.00	1783.47
2-Aug-21		rent paid	-263.00	1520.47
6-Aug-21		rent abatement	-123.00	1397.47
6-Aug-21		rent abatement	-123.00	1274.47
1-Sep-21	rent due		386.00	1660.47
1-Sep-21		rent paid	-263.00	1397.47
13-Sep-21		rent abatement	-123.00	1274.47
1-Oct-21	rent due		386.00	1660.47
1-Oct-21		rent paid	-263.00	1397.47
1-Oct-21		rent abatement	-123.00	1274.47
1-Nov-21	rent due		386.00	1660.47
1-Nov-21		rent paid	-263.00	1397.47
10-Nov-21		rent abatement	-123.00	1274.47
1-Dec-21	rent due		386.00	1660.47

1-Dec-21	rent paid	-263.00	1397.47
10-Dec-21	rent abatement	-123.00	1274.47
16-Dec-21	additional payment	-50.00	1224.47
1-Jan-22	rent due	386.00	1610.47
4-Jan-22	rent paid	-263.00	1347.47
31-Jan-02	rent abatement	-123.00	1224.47
1-Feb-22	rent due	386.00	1610.47
1-Feb-22	rent paid	-263.00	1347.47
3-Feb-22	rent abatement	-123.00	1224.47

13. The landlord is requesting \$1,224.47 in rent.

**Analysis**

14. Non-payment of rent is a violation of the rental agreement (LL#02).

15. I accept the landlord’s testimony and submitted documentation as proof that the tenant is in rent arrears totaling \$1,224.47.

**Decision**

16. The landlord’s claim for rent succeeds in the amount of \$1,224.47.

**Issue 2: Hearing expenses reimbursed \$20.00**

17. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#04) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

**Summary of Decision**

18. The tenant shall pay the landlord for \$1,224.47 rent and \$20.00 hearing expenses totaling \$1,244.47.

February 21, 2022  
 \_\_\_\_\_  
 Date

