

## Residential Tenancies Tribunal

Applications: 2022 No. 0251 NL

Decision 22-0251-00

Jaclyn Casler  
Adjudicator

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### Introduction

1. The hearing was called at 11:16AM on 2 June 2022 via teleconference.
2. The applicant, [REDACTED], as represented by [REDACTED] and hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate in the hearing.
4. An affidavit of service was provided by the landlord (L#1) confirming that the tenant was served, by email, of the claim against her.
5. The details of the claim were presented as month-to-month rental agreement that ran from 1 September 2020 until 31 March 2022. Monthly rent was \$438.00 and a security deposit was not collected. A copy of the original written rental agreement was provided (L#2).
6. In a proceeding under the *Residential Tenancies Act*, 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. The standard of proof, in these proceedings, is referred to as the balance of probabilities which means the applicants have to establish that their account of events is more likely than not to have happened.

### Issues before the Tribunal

7. The landlord is seeking the following:
  - Payment of Rent in the amount of \$3,566.00;
  - An order for vacant possession.

## Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
9. Also relevant and considered in this case is section 19 of the *Act* and rule 29 of *The Rules of the Supreme Court, 1986*.

## Preliminary Matters

10. 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*.
11. 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.
12. As the tenant was properly served, and any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
13. The landlord amended the application to remove the request for a vacant possession order as the tenant vacated the rental premises on 31 March 2022.

## Issue 1: Payment of Rent (\$3,566.00)

14. The rental premises is an apartment building located at [REDACTED]. The tenant resided in unit #202.
15. The landlord provided a copy of the rental ledger dated 1 June 2022 showing a balance of \$3,566.00 (L#3). According to these records, the tenant last had a zero dollar balance in April 2021 and has not successfully paid full rent on the day that it is due since that time. The landlord referred to the rental ledger and stated that \$3,566.00 is the full amount of rent being sought, as this represents rent through to 31 March 2022.
16. The landlord issued a termination notice to the tenant on 3 March 2022 for non-payment of rent under section 19 of the *Act* (L#4). The stated move out date was identified as 31 March 2022.
17. The tenant vacated the rental unit on 31 March 2022.

## Analysis

18. I accept the landlord's evidence that the tenant has rental arrears in the amount of \$3,566.00. Because the landlord issued the tenant a termination notice and the tenant moved out of the rental unit on the day required by the termination notice, I find that the landlord is entitled to payment of rent to 31 March 2022, the date the tenant vacated the rental unit.
19. I accept that the tenant owed \$3,566.00 in rent, as at 31 March 2022 according to the rental ledger provided.

## Decision

20. The landlords' claim for rent succeeds in the amount of \$3,566.00.

## Issue 2: Hearing Expenses Relevant submissions

21. The landlord claimed \$20.00 for the expense of applying for the hearing (L#5).
22. As the landlord's claim has been successful, the tenant shall pay this hearing expense.


## Summary Decision

23. The landlord is entitled to the following:
- A payment of \$3,586.00, determined as follows:

a) Rent Owning.....	\$3,566.00
b) Hearing Expenses.....	\$20.00
c) Total.....	<u>\$3,586.00</u>

03 June 2022

Date

  
Jaclyn Casler  
Residential Tenancies Tribunal