

Residential Tenancies Tribunal

Application 2022-No.372-NL

Decision 22-0372-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 01-August-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” did not attend.

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 (LL#01) with their application stating that they had served the tenant with notice of the hearing, by prepaid registered mail. They sent the package on 07-June-2022 and the tracking number shows it was returned on 27-June-2022. It is our policy to consider prepaid registered mail delivered after 5 days. 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.

Issues before the Tribunal

5. The landlord is seeking:
 - Utilities paid \$100.34
 - Vacant Possession of the rental premises
 - Hearing expenses \$20.00

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
7. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions and Section 18: Notice of termination of rental agreement.

Issue 1: Utilities paid \$100.34

Relevant Submissions

8. The landlord said that they have a written rental agreement with the tenant. The agreement is for a term starting 01-August-2021 and ending 31-July-2022. The rental period is from the 1st day of the month, until the last. \$835 rent is due on the 1st day of each month. Rent doesn't include utilities. She did not pay a security deposit.
9. The landlord said that when tenants take occupancy they are expected to switch the utilities into their own name. The landlord said that the tenant did not do this until 23-November-2021.
10. The landlord said that the NL Power bill for her unit was billed to them until 23-November-2021. He provided the billing (LL#02). The bills are marked for the tenant's address. The bills are as follows:

Billing period	Amount
August 2021	29.05
September 2021	32.15
October 2021	29.61
November 2021	9.53
Total	\$100.34

11. The landlord said that the tenant would have been sent a reminder every month from the Resident Manager telling her what is owed and that the service should be in her name.
12. The landlord said that the tenant has not paid anything towards the money owed.
13. The landlord is seeking full reimbursement of the utility bill \$100.34.

Analysis

14. The tenant is obligated to change the billing for utilities into her name. She did not do this and this is in violation of the rental agreement.
15. The landlord's submitted billing for the utilities (LL#02) the billing is clearly marked for the tenant's apartment, and it is for the time period that she started living in the unit, until November. I find that the tenant does owe the landlord for this expense and shall reimburse them the full amount owed for utilities \$100.34.

Decision

16. The landlord's claim for utilities succeeds in the amount of \$100.34.

Issue 2: Vacant Possession of the Rental Premises

Relevant Submissions

17. The landlord submitted a termination notice (LL#03), it is a Section 18 notice that was dated and signed for 26-April-2022 with a termination date of 31-July-2022. The landlord said that the Resident Manager hand delivered the notice to the tenant on 27-April-2022 at 2:59 p.m.
18. The landlord is seeking an order of vacant possession.

Analysis

19. According to Section 18 of the *Residential Tenancies Act, 2018*:

Notice of termination of rental agreement

18. (2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

.....

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

20. The termination notice submitted by the landlord (LL#03) meets the requirements of the Act and is a valid notice. The tenant should have moved on 31-July-2022.

Decision

21. The tenant shall vacate the premises immediately.
22. The tenant shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
23. The landlord is granted an Order of Possession.

Issue 3: Hearing expenses reimbursed \$20.00

24. 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

25. The tenant shall:
- pay to the landlord \$120.34 (utilities \$100.34 + hearing expenses \$20.00)
 - vacate the property immediately
 - pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession

The landlord is granted an Order of Possession

August 10, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office