

Residential Tenancies Tribunal

Application 2022-No.437 -NL

Decision 22-0437-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:18 a.m. on 25-July-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 contacted her by telephone at the start of the hearing and both times the respondent disconnected the call. 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, electronically on 31-May-2022 to the tenant's email. The landlord said that the tenant provided the email address in her application for housing. 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:
 - Rent \$465.47
 - Late fees \$75.00
 - 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 is the following section of the *Residential Tenancies Act, 2018*: Section 15: Fee for failure to pay rent.

Issue 1: Rent \$465.47

Relevant Submissions

8. The landlord reviewed the tenant's rental agreement. They entered a written monthly agreement with the tenant from 01-February-2021. The tenant pays \$870.00 a month. The rental period is from the 1st day of the month until the last day; rent is due the 1st day of each month. The landlord said that the tenant didn't pay a security deposit.
9. The landlord said that the tenant gave insufficient notice and moved out the end of the April 2022. They accepted the notice.
10. The landlord submitted a rent ledger (LL#02). See below:

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Rent ledger

Date	Action	Amount	total
1-Jan-22	rent due	860.00	860.00
31-Dec-21	rent paid	-860.00	0.00
28-Jan-22	rent paid NL Housing	-597.00	-597.00
28-Jan-22	rent paid AES	-60.53	-657.53
1-Feb-22	rent due	870.00	212.47
25-Feb-22	rent paid NL Housing	-607.00	-394.53
25-Feb-22	rent paid NL Housing	-10.00	-404.53
1-Mar-22	rent due	870.00	465.47
1-Apr-22	rent due	870.00	1335.47
1-Apr-22	rent paid NL Housing	-607.00	728.47
29-Apr-22	rent paid NL Housing	-263.00	465.47

11. The landlord is seeking the outstanding rent totaling \$465.37.

Analysis

12. Non-payment of rent is a violation of the rental agreement. I accept the landlord's testimony and evidence that the tenant did not pay rent totaling \$465.47.

13. The tenant shall pay the landlord the rent owed totaling \$465.47.

Decision

14. The landlord's claim for rent succeeds in the amount of \$465.47.

Issue 2: Late fees \$75.00

Relevant Submissions

15. The landlord has proven, as per the table in paragraph 10, that the tenant has been in rental arrears as of 02-March-2022 and is seeking the maximum allowed late fees.

Analysis

16. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed

- (a) \$5.00 for the first day the rent is in arrears, and*
- (b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.*

17. As the tenant has been in arrears since 02-March-2022, the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

Decision

18. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 3: Hearing expenses reimbursed \$20.00

19. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#03) and pursuant to policy 12.01, as the claim has been successful, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

20. The tenant shall:

- Pay the landlord \$560.47 as follows:
 - Rent \$465.47
 - Late fees 75.00
 - Hearing expenses 20.00
 - Total \$560.47

July 26, 2022

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office