

Residential Tenancies Tribunal

Application 2022-No.449 -NL

Decision 22-0449-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:16 a.m. on 25-July-2022.
2. The applicant, [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 him 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 he has been properly served. The landlord submitted an affidavit (LL#01) with his application stating that he had served the tenant with notice of the hearing, electronically on 06-June-2022 to the tenant’s phone. The landlord said that the tenant provided him the phone number and they used it for communication. 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 his absence.

Issues before the Tribunal

5. The landlord is seeking:
 - Rent \$800.00

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 18: Notice of termination of rental agreement.

Issue 1: Rent \$800.00

Relevant Submissions

8. The landlord said that he has a verbal rental agreement with the tenant. He submitted the terms of the agreement (LL#02) that was determined through text messages between both parties. He entered the agreement with the tenant starting 03-August-2021 for a monthly agreement. The tenant pays \$800.00 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 paid a security deposit of \$400.00 on 02-August-2021 and he is still in possession of the deposit.
9. On 22-April-2022 the tenant informed the landlord that he was giving notice, for the end of May. The landlord said he accepted the notice. The tenant did move out on 31-May-2022.
10. The landlord submitted copies of the e-transfers (LL#03), as well as, the rent ledger (LL#04). He said that sometimes rent was late coming in but he accepted that. He said in May the rent was late and the tenant made a promise of payment, however, he has not received the rent for May.
11. The landlord is seeking the \$800.00 rent payment for May.

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 for May totaling \$800.00
13. The tenant shall pay the landlord the rent owed totaling \$800.00.

Decision

14. The landlord's claim for rent succeeds in the amount of \$800.00.

Summary of Decision

15. The tenant shall pay to the landlord \$800.00 for rent owed.

July 29, 2022

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office