

Residential Tenancies Tribunal

Application 2022-No.500-NL

Decision 22-0500-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:16 a.m. on 02-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. The tracking shows that the package was sent on 30-June-2022 and picked up by the tenant on 04-July-2022. 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 the claim, he removed premises vacated, as the tenant has already moved. He increased the amount of rent owed from \$2,498.00 to \$2,969.00 to reflect the current amount owed.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent \$2,969.00
 - 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 are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions, and Section 19: Notice where failure to pay rent.

Issue 1: Rent \$2,969.00

Relevant submissions

9. The landlord said that they entered into a written rental agreement with the tenant on 01-December-2008. The tenant has a yearly rental term and the last time she renewed her contract was 01-April-2022 ending 31-March-2023. Currently the tenant's rent is \$471.00 and it is due on the 1st day of the month. Utilities are not included, however, she does have a heat subsidy. There was no security deposit paid.
10. The landlord said that the tenant had fallen into rent arrears and that they had served her with a termination notice in May with a termination date of 30-June-2022. He said that they received notification from NL Power that the tenant had terminated her agreement with them on 25-July-2022.
11. The landlord said that the tenant had not informed them that she was moving. On the 25-July-2022 they put a 24 hour notice to enter on the tenant's door; there was no response. They entered on 26-Jul-2022 and changed the locks. He said that there were belongings left behind and that they are making arrangements for the removal and storage of the belongings.
12. The landlord said that they are seeking rent until the end of July. He provided a rent ledger (LL#03) as follows:

Rent ledger
2022-No.500-NL

Date	Action	Amount	total
1-Sep-21	opening credit balance	-30.00	-30.00
1-Sep-21	rent due	420.00	390.00
17-Sep-21	payment	-500.00	-110.00
1-Oct-21	rent due	420.00	310.00
1-Nov-21	rent due	420.00	730.00
3-Nov-21	payment	-100.00	630.00
1-Dec-21	rent due	420.00	1050.00
1-Jan-22	rent due	420.00	1470.00
1-Feb-22	rent due	420.00	1890.00
17-Feb-22	payment	-400.00	1490.00

1-Mar-22	rent due	420.00	1910.00
17-Mar-22		payment	-300.00
31-Mar-22		payment	-300.00
1-Apr-22	rent due	471.00	1781.00
1-May-22	rent due	471.00	2252.00
27-May-22		payment	-225.00
1-Jun-22	rent due	471.00	2498.00
1-Jul-22	rent due	471.00	2969.00

13. The landlord is seeking full compensation for the rent \$2,969.00.

Analysis

14. Non-payment of rent is a violation of the rental agreement. The landlord has submitted a rent ledger and provided testimony to show rent owed.
15. The rent ledger displayed in paragraph 12, reflects the rent ledger submitted by the landlord (LL#03). As the tenant did not provide notice to the landlord and abandoned the property, and as the tenant's belongings are still in the unit and it is therefore not ready to be rented; I find that rent will be compensated to the end of the month.
16. I accept the testimony and the evidence submitted by the landlord. The tenant shall pay the landlord \$2,969.00 for rent owed.

Decision

The landlord's claim for rent succeeds in the amount of \$2,969.00.

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 to the landlord \$2,989.00 as follows:

- Rent 2969.00
- Hearing expenses 20.00
- Total \$2,989.00

August 10, 2022
Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office