

Residential Tenancies Tribunal

Application 2022 No. 0644NL

Decision 22-0644-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:50 PM on 14 September 2022 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord".
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", was also in attendance. Her co-tenant, [REDACTED] ("REDACTED"), was not in attendance.
- 4.

Issues before the Tribunal

5. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$2677.10, and
 - An order for vacant possession of the rented premises.

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 case is sections 19 of the *Residential Tenancies Act, 2018* and rule 29 of *The Rules of the Supreme Court, 1986*.

Preliminary Matters

8. [REDACTED] was not present at 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 with her application stating that [REDACTED] was served with the application, by e-mail, on 15 August 2022, and it was acknowledged at the hearing that the tenant had provided the landlord with his e-mail address. As [REDACTED] was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.

9. The landlord amended her application at the hearing and stated that she was no longer seeking an order for possession of the rented premises as the tenant moved out in mid-August 2022.

Issue 1: Rent - \$2677.10

Relevant Submissions

The Landlord's Position

10. With her application, the landlord submitted a rental agreement ([REDACTED] #1) showing that she had entered into a monthly agreement with the tenant, and [REDACTED], on 04 September 2015. The monthly rent at that time was set at \$239.00, and in 2022 it had increased to \$263.00.
11. On 25 May 2022 the landlord issued the tenant a termination notice and a copy of that notice was submitted with her application ([REDACTED] #2). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 30 June 2022. The landlord stated that she regained possession of the property on 15 August 2022.
12. With her application, the landlord submitted a copy of her rent records ([REDACTED] #3) showing the payments the tenants had made since July 2020, the last time they had a zero-balance. Since that time, the tenants would only pay rent every other month, and oftentimes those payments were only partial. Between October 2021 and March 2022, no payments were made whatsoever, and since then, Income Support has been paying the monthly rent on the tenants' behalf.
13. The landlord's records show that as of 31 July 2022 the tenants were in arrears in the amount of \$2677.10, and the landlord is seeking an order for a payment of that amount.

The Tenant's Position

14. The tenant stated that she had moved into the unit in 2010 and that during the 5 years before [REDACTED] was added to the lease, there was no issue with rent being late.

15. The tenant claimed that after [REDACTED] moved in, he became abusive and she had no control over her money. Because of [REDACTED]'s abusive nature, the tenant's children moved out of the unit to live with other family members, and in August 2022, the tenant moved into a shelter.
16. The tenant acknowledged that the landlord's records are an accurate reflection of the rent payments that had been made since 2020 and she acknowledged that she owes the landlord \$2677.10.

Analysis

17. As there is no dispute that the tenant owes \$2677.10 in rent, the landlord's claim succeeds.

Decision

18. The landlord's claim for a payment of rent succeeds in the amount of \$2677.10.

Issue 2: Hearing Expenses

19. The landlord paid a fee of \$20.00 to file this application. As her claim has been successful, the tenant shall pay this hearing expense.

Summary of Decision

20. The landlord is entitled to the following:
 - A payment of \$2697.10, determined as follows:

a) Rent Owing	\$2677.10
b) Hearing Expenses	\$20.00
c) Total	<u>\$2697.10</u>

21 October 2022

Date

[REDACTED]
John R. Cook
Residential Tenancies Tribunal