

Residential Tenancies Tribunal

Application 2023-0314-NL

Decision 23-0314-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:10 a.m. on 24-May-2023.
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 did not attend the hearing. I tried calling her but no answer, I left a message with the toll free number and conference ID if she wished to join the hearing. The landlord submitted an affidavit (LL#1) with his application stating that he had served the tenant with notice of the hearing on 14-April-2023 via prepaid registered mail [REDACTED]. [REDACTED] Canada Post tracking confirms delivery with signature on 17-April-2023. 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. 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 states that there was a verbal month to month rental agreement. The tenant moved into the unit on 1-February-2023 and rent is \$1500.00 per month due on the first of each month. The landlord states that a security deposit of \$750.00 was paid on 1-February-2023 and is still in his possession.
6. The landlord amended the application to omit vacant possession as the tenant moved out on 1-May-2023. The landlord is seeking hearing expenses reimbursed.

Issues before the Tribunal

7. The landlord is seeking:
 - a. Rent paid \$1500.00
 - b. Hearing expenses \$35.73

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 19: Notice where failure to pay rent.

Issue 1: Rent Paid \$1500

Landlords Position:

10. The tenant did not pay rent for the month of April in the amount of \$1500.00. The landlord testifies that the tenant occupied the residential premises for the month of April and states that she should be accountable to pay rent for that month.
11. The landlord submitted a termination notice on a *Landlord's Notice to Terminate Early – Cause* form under section 19; Notice where failure to pay rent. The notice was dated for 7-April-2023 to vacate on 18-April-2023 (LL#2). The tenant remained in the unit past the termination date and the landlord feels she should pay rent for the entire month of April.

Analysis

12. I accept the landlord's testimony that the tenant did not pay rent for the month of April. She continued to live there for the entire month even after receiving a termination notice. I find that the tenant shall pay rent for the month of April 2023.

Decision

13. The landlord's claim for rent paid in the amount of \$1500.00 succeeds.

Issue # 2: Hearing Expenses

14. The landlord paid an application fee of \$20.00 and paid postal costs of \$15.73 to send documents via prepaid registered mail. All receipts on file (LL#3). As the landlord's claim has been successful, the tenant shall pay the \$35.73. The landlord's claim for hearing expenses succeeds in the amount of \$35.73.

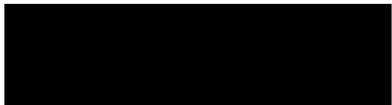
Summary of Decision

15. The tenant shall:

Pay the landlord \$1535.73 as follows:

Rent	\$1500.00
Hearing expenses	35.73
Total	<u>\$1535.73</u>

May 25, 2023
Date


Pamela Pennell, Adjudicator
Residential Tenancies Office