

Residential Tenancies Tribunal

Application 2023-0335-NL

Decision 23-0335-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:13 a.m. on 25-May-2023.
2. The applicant, [REDACTED] hereinafter referred to as "the landlord" attended by teleconference.
3. The respondents [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as "the tenants" did not attend.

Preliminary Matters

4. I tried to reach both tenants via telephone however no answer. I left a voicemail message for both.
5. The landlord states that there is a written 6 month term rental agreement that commenced on 1-September-2022. Rent is \$1100.00 per month due on the 12th of each month, pay your own utilities. No security deposit was paid. Tenant 1 vacated the premises in December and tenant 2 vacated on 12-February-2023.
6. The landlord submitted 2 affidavits with her application stating that she had served the tenants with the notice of hearing documents on 1-May-2023 electronically by sending it via email to the following addresses: [REDACTED] and [REDACTED]. The landlord submitted proof of sent emails (LL#3 & LL#4) and the email addresses match that of the ones presented by the tenants in the rental agreement (LL#5). This is good service. 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 they have been properly served. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

7. The landlord has amended the application to include hearing expenses reimbursed.

Issues before the Tribunal

8. The landlord is seeking:
 - a. Rent \$2200.00
 - b. Hearing expenses \$55.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 18: Notice of termination of rental agreement.

Issue 1: Rent \$2200.00

Relevant Submission:

11. The landlord testified that rent was outstanding in the amount of \$2200 and in support of the claim submitted a rental ledger (LL#6) as follows:

27-Dec-20	Desember rent part 2		-\$ 550.00	\$ 0.00
10-Jan-20	January rent	\$ 1,100.00	\$ 0.00	\$ 1,100.00
10-Feb-20	February rent	\$ 1,100.00	\$ 0.00	\$ 2,200.00

12. The landlord testified that tenant 1 vacated sometime in December with no notice and tenant 2 vacated on 12-February-2023 with written notice on the day of her departure. The landlord feels that without any notice and the unit occupied till the 12-February-2023 (last day of rental period for February), the tenants are responsible for outstanding rent for the months of January and February 2023.

Analysis

13. I find that there was a residential tenancy relationship whereby the landlord and the tenants entered into a fixed term tenancy. As such, a proper termination notice must be given when terminating a tenancy. Section 18(1)(c) of the *residential tenancies Act, 2018* states;

18. Notice of termination of rental agreement:

(1)(c).If the rental agreement is a term, the tenant must provide the landlord with termination notice of not less than 2 months before the end of the fixed term.

14. I find that both tenants vacated prior to the end of the term without proper notice.

15. I find that the tenants shall pay rent in the amount of \$2200.00 for the months of January and February 2023.

Decision

16. The landlord succeeds in her claim for rental arrears.

Issue 2: Hearing Expenses

17. The landlord paid a fee of \$20.00 to file the application, and a fee of \$35.00 to have her affidavit witnessed by a private Commissioner of Oaths. The landlord submitted a copy of her receipts (LL#7 & LL#8). As the landlord's claim has been successful, the tenants shall pay the fees. The landlord's claim for hearing expenses succeeds in the amount of \$55.00.

Summary of Decision

18. The tenants shall:

Pay the landlord \$2255.00 as follows:

Rent	\$2200.00
Hearing expenses...	<u>55.00</u>
Total	<u>\$2255.00</u>

June 2, 2023

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office