

## **Residential Tenancies Tribunal**

Application 2023-No.0354 -NL      Decision 23-0354-00

Jacqueline Williams  
Adjudicator

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### **Introduction**

1. Hearing was called at 1:54 p.m. on 08-June-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 was not present or represented at the hearing and I reached him by telephone at the start of the hearing [REDACTED] however, he disconnected the call. 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 the application stating that she had served the tenant with notice of the hearing, electronically on 18-May-2023 to the above noted phone number. 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.
5. The landlord amended their application to increase rent from \$360.00 to \$1080.00 to reflect the current amount of rent due. She also removed premises vacated from the application, as the tenant moved 31-May-2023.

### **Issues before the Tribunal**

6. The landlord is seeking:
  - Rent \$1,080.00
  - Late fees \$75.00

- Vacant possession of rental premises
- 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 15: Fee for failure to pay rent, and Section 18: Notice of termination of rental agreement.

### Issue 1: Rent \$1,080.00

#### Relevant Submissions

9. The landlord stated that her father had a verbal rental agreement with the tenant. The tenant rented a room in her father's house for \$720.00 per month, utilities included. Rent was due in full on the first day of the month. The tenant moved in 8 years ago and the landlord confirmed, with her father's ex-common-law spouse, that no security deposit was paid. The landlord's father [REDACTED] and as his next of kin, she took over role of landlord for this tenancy.
10. The landlord reported that her father informed her, [REDACTED] that the tenant had not paid rent for February. She questioned the tenant about this and he was argumentative with her.
11. After her father's death the landlord issued a Section 18 termination notice to the tenant and he moved on 31-May-2023.
12. The landlord submitted a rent ledger (LL#02) beginning 01-February-2023, as follows:

Rent ledger  
2023-0354-NL

Date	Action	Amount	total
1-Feb-23	rent due	720.00	720.00
1-Mar-23	rent due	720.00	1440.00
1-Mar-23	payment	-720.00	720.00
1-Apr-23	rent due	720.00	1440.00
1-Apr-23	payment	-720.00	720.00
1-May-23	rent due	720.00	1440.00
1-May-23	payment	-360.00	1080.00

13. The landlord is seeking full reimbursement of rent owed totaling \$1,080.00.

### **Analysis**

14. 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 \$1,080.00.
15. The tenant shall pay the landlord the rent owed totaling \$1,080.00

### **Decision**

16. The landlord's claim for rent succeeds in the amount of \$1,080.00.

## **Issue 2: Late fees \$75.00**

### Relevant Submissions

17. The landlord has proven, paragraph 16, that the tenant has been in rental arrears as of 02-February-2023 and is seeking the maximum allowed late fees.

### **Analysis**

18. Section 15 of the *Residential Tenancies Act, 2018* states:

#### *Fee for failure to pay rent*

*15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.*

The minister has prescribed the following:

*Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed*

- (a) *\$5.00 for the first day the rent is in arrears, and*
- (b) *\$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.*

19. As the tenant has been in arrears since 02-February-2023, the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

## **Decision**

20. The landlord's claim for late fees succeeds in the amount of \$75.00.

### **Issue 3: Hearing expenses reimbursed \$20.00**

21. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#03) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

## **Summary of Decision**

22. The tenant shall pay the landlord \$1,175.00 as follows:

- Rent ..... \$1,080.00
- Late fees ..... 75.00
- Hearing expenses ..... 20.00
  - Total ..... \$1,175.00

June 09, 2023

Date

  
Jacqueline Williams, Adjudicator  
Residential Tenancies Office