

Residential Tenancies Tribunal

Application 2023-No.0398 -NL Decision 23-0398-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 26-May-2023.
2. The applicants, [REDACTED] and [REDACTED] are represented by [REDACTED] hereinafter referred to as "the landlord," she attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as "the tenant" did not attend.
4. The landlord's spouse attended the hearing to provide testimony and technical support, hereinafter referred to as the landlord's spouse.

Preliminary Matters

5. 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 the application stating that the tenant was served with notice of the hearing, electronically [REDACTED] on 04-May-2023. The landlord said that the tenant had provided them this number and they used it for communication. 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.
6. The landlord amended their application, they removed the second tenant listed on their application. The landlord explained that the rental agreement was only with the listed tenant and that they had not had any communication with the second tenant.
7. The landlord also amended the application to change [REDACTED] to the [REDACTED] [REDACTED] as he had passed away since submitting the application.

8. The landlord also removed vacant possession and security deposit applied. The tenant had already vacated the property and they have no record of a security deposit payment.
9. Additionally, the landlord increase rent owed from \$1,920.00 to \$3,450.00 to reflect the current amount owed.

Issues before the Tribunal

10. The landlord is seeking:
 - Rent \$3,450.00

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
12. 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 \$3,450.00

Relevant Submissions

13. The landlord stated that the tenant had a written rental agreement; not submitted. The tenant moved in 01-September-2022 and she was given a termination notice (LL#02) for non-payment of rent and subsequently moved around 07-May-2023. The tenant pays \$1,250.00 a month. The rental period is from the 1st day of the month until the last day; rent is due the 1st day of each month. The landlord said that there is no record the tenant paid a security deposit.
14. The landlord's termination notice (LL#02) ends the tenancy on 07-May-2023. The landlord checked the house on that date, the tenant had not informed her that she would be out on that day or returned the keys. When they checked on the house on 07-May-2023 it appeared to be abandoned. They posted an abandonment notice and regained possession on 09-May-2023.
15. The landlord submitted a rent ledger (LL#03) which did not encompass the full details of rent owed. She explained that the rent was never paid in full or on time. The landlord's spouse reported the tenant's payments from the start of her tenancy to the end from the bank records, as follows:

Rent ledger

2023-0398-NL

Date	Action	Amount	total
1-Sep-22	rent due	1250.00	1250.00
8-Sep-22		payment	-1000.00
9-Sep-22		payment	-250.00
1-Oct-22	rent due	1250.00	1250.00
6-Oct-22		payment	-1000.00
12-Oct-22		payment	-250.00
1-Nov-22	rent due	1250.00	1250.00
16-Nov-22		payment	-900.00
22-Nov-22		payment	-350.00
1-Dec-22	rent due	1250.00	1250.00
22-Dec-22		payment	-250.00
1-Jan-23	rent due	1250.00	2250.00
10-Jan-23		payment	-850.00
18-Jan-23		payment	-100.00
1-Feb-23	rent due	1250.00	2550.00
11-Feb-23		payment	-200.00
15-Feb-23		payment	-300.00
16-Feb-23		payment	-300.00
23-Feb-23		payment	-150.00
1-Mar-23	rent due	1250.00	2850.00
8-Mar-23		payment	-300.00
15-Mar-23		payment	-300.00
16-Mar-23		payment	-130.00
1-Apr-23	rent due	1250.00	3370.00
5-Apr-23		payment	-720.00
14-Apr-23		payment	-300.00
16-Apr-23		payment	-100.00
1-May-23	rent due May 01 - 07	287.70	2537.70

Daily rate \$1,250.00 x 12 months = \$15,000.00

\$15,000.00 divided by 365 days = \$41.10 a day

\$41.10 a day x days = \$287.70

16. Note: ledger is amended to show a daily rate up to and including 07-May-2023 as it appears that the tenant did move in accordance with her termination notice.

17. The landlord is seeking full reimbursement of rent owed.

Analysis

18. 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 totaling \$2,537.70.

19. The tenant shall pay the landlord the rent owed totaling \$2,537.70.

Decision

20. The landlord's claim for rent succeeds in the amount of \$2, 537.70.

Summary of Decision

21. The tenant shall pay to the landlord rent in the amount of \$2, 537.70.

June 05, 2023

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office