

Residential Tenancies Tribunal

Application 2023-0606-NL

Decision 23-0606-00

Michael Reddy
Adjudicator

Introduction

1. The hearing was call at 11:18 AM on August 7, 2023 via teleconference.
2. The applicant, [REDACTED] represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlord", attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", did not attend the hearing.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone ([REDACTED]) 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*, 1988. 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 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 stating that she served the tenant, by electronic mail on July 23, 2023 ([REDACTED]). 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 her application at the hearing and is seeking the cost of the application fee for the hearing.

Issues before the Tribunal

6. The landlord is seeking the following:
 - An order for payment of rent in the amount of \$450.00

- An order for payment of application fees of \$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 case is S. 15, 19, 34 and 35 of the *Residential Tenancies Act, 2018*, and rule 29 of the *Rules of the Supreme Court, 1986*.

Issue 1: Rent Owing- \$450.00

9. The landlord stated that there is a written monthly rental agreement and provided a copy of this agreement (L#1) established with the tenant and that the tenant has occupied the rental premises since 30 July 2021. She further stated that there was a security deposit paid in the amount of \$250.00 on 15 July 2021 which she was still in possession.
10. The landlord submitted a rent ledger (L#2) to show that May 2023 was not paid by the tenant. She confirmed the current rent for the premises is \$450.00 due on the first of each month, all inclusive.
11. The landlord suggested during the hearing the tenant moved out of the [REDACTED] rental property on or about 6 May 2023, the rent for May 2023 remains outstanding and the tenant did not provide notice of his intention of moving from the residence.
12. The landlord is seeking an order for payment of the rent in the amount of \$450.00. This rent remains outstanding at time of this hearing held on 7 August 2023.

Analysis

13. I accept the landlord's claim that the tenant has not paid rent as required. I also accept her records which show that the tenant owes \$450.00 for the period of May 2023. As such, her claim succeeds in that amount.

Decision

14. The landlord's claim for a payment of the rent succeeds in the amount of \$450.00.

Issue 2: Hearing Expenses

15. As the landlord's claim has been successful, the tenant shall pay her hearing expense of \$20.00 for the costs of filing this application.

Summary of Decision

16. The landlord is entitled to the following:

- A payment of \$470.00, as determined as follows:

a) Rent owing	\$450.00
b) Hearing expenses.....	<u>\$20.00</u>
c) Total.....	<u>\$470.00</u>

17 August 2023

Date

Michael J. Reddy
Residential Tenancies Office