

Residential Tenancies Tribunal

Application 2023-0946-NL

Decision 23-0946-00

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 21-February-2024 at 9:15 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended via 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 was unable to reach them 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 they have been properly served. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing, electronically, on 8-February-2024. The appropriate supporting documents were also provided. 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 their absence.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for damages succeed?

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* (the *Act*).

Issue 1: Unpaid Rent

8. The landlord testified that the verbal rental agreement he had with the tenant was a month-to-month lease with rent set at \$1000 a month. He says that on 12-June-2023, the tenant advised him via text they intended to move out by the end of the month. A copy of this text was provided (LL#2). The tenants then moved out ten days later on 22-June-2023.
9. Under s. 18 of the *Act*, a landlord in a month-to-month lease is entitled to receive a termination notice of at least 30 days, to be given not later than the first day of a rental period. LL#2 is therefore invalid as a termination notice.
10. The landlord claims \$1000 for the month of July. He testified that he attempted to find new tenants and was able to have new tenants start on 1-August-2023.
11. I find on a balance of probabilities that the termination notice is invalid and that the landlord was unable to mitigate the loss for the month of July. The tenant is therefore liable for \$1000.

Issue 2: Damages

12. The landlord also claimed for \$300 in damages. \$150 of this is for cleaning the apartment, which he alleges the tenant left in an unclean condition, and the other \$150 is for the replacement of a damaged stove, which he alleges was damaged by the tenant.
13. No photos or other supplementary evidence were provided by the landlord to demonstrate the damaged stove or the unclean state of the apartment, nor were formal or informal receipts provided. It is the responsibility of the applicant to provide all the necessary evidence to establish on a balance of probabilities the damages owed by the tenant. That burden has not been met and the claim for damages fails accordingly.

Decision

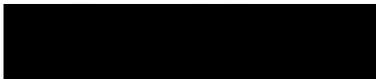
14. The landlord's claim for unpaid rent succeeds in the full amount of \$1000.
15. The landlord's claim for damages fails.

Summary of Decision

16. The tenant shall pay to the landlord \$1000 in unpaid rent.

27-February-2024

Date


Seren Cahill
Residential Tenancies Office