

Residential Tenancies Tribunal

Application 2023-1081-NL
2023-1111-NL

Decision 23-1081-00

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-December-2023.
2. The applicant of the initial claim, [REDACTED] hereinafter referred to as the tenant, did not attend.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, attended by teleconference.

Preliminary Matters

4. The tenant initially applied for a determination of validity of a termination notice. The landlord then counter-claimed for unpaid rent and an order of vacant possession. At the time of the hearing, the tenant had vacated the residence. The initial application is therefore dismissed, and the counter-claim is amended to remove the request for an order of vacant possession.
5. 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 24-November-2023 along with evidence that shows the tenant had provided the email address used as a method of contact (LL#2). 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.
6. As the tenant occupied the apartment for part of the month of December, the landlord seeks to amend the claim for rent to include that partial month at the daily rate.

Issues before the Tribunal

7. Should the landlord be granted an order for unpaid rent?
8. What should be the disposition of the security deposit?

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* (the *Act*).

Issue 1: Unpaid rent

Landlord's Position

10. The landlord submits that the tenant owes \$1900.00 in unpaid rent for the month of November, in addition to the 6 days of December the tenant remained in the apartment.

Analysis

11. The landlord provided a rent ledger (LL#3) showing the tenant owes \$1900.00 in rent as of November. This, along with the landlord's uncontradicted testimony, is sufficient evidence to find on behalf of the landlord. The correct formula for calculating the daily rent rate is $M * (12/365)$, where M is the monthly rent. Plugging in the monthly rate of \$1900.00 results in a daily rate of ~\$62.47 for a total of \$374.79 for the six days of December.

Decision

12. \$1900.00 for November and \$374.79 for December makes a total of \$2274.79.
13. As the landlord is owed moneys, they are entitled to apply the security deposit against this sum.

Summary of Decision

14. The tenant owes the landlord \$1274.79 as follows:

Rent.....	\$2274.79
Less Security Deposit.....	(\$1000.00)
Total.....	\$1274.79

04-January-2024

Date

[REDACTED]
Seren Cahill
Residential Tenancies Office