

Residential Tenancies Tribunal

Application 2024-0237-NL

Decision 24-0237-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:03 p.m. on 7-May-2024.
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 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 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 with his application stating that he had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 23-April-2024 (LL#1). The landlord also provided proof of email address and proof of sent email (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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.
5. There was a written term rental agreement which commenced on 1-May-2023. The tenant vacated the unit on 1-July-2023. Rent was \$1500.00 per month, due on the 31st of each month. A security deposit of \$750.00 was paid on 5-May-2023 and is in the landlord’s possession.
6. The applicant amended the application to delete *utilities paid* as he realized that he submitted a utility bill for December 2023 which was not during the tenancy and to include hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - a. Rent paid \$1000.00.
 - b. Other (cleaning) \$80.00
 - c. Hearing expenses \$20.00
 - d. Security deposit applied against monies owed \$750.00.

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit.

Issue # 1: Rent Paid \$1000.00

Relevant Submission

10. The landlord testified that rent is outstanding in the amount of \$1000.00 for the month of June 2023 and he submitted a copy of the rental ledger to support this claim. See breakdown of rental ledger below:

Rent Ledger

Landlord Name: [REDACTED] Start Date of Tenancy: May 1, 2023
Tenant Name: [REDACTED] Security Deposit Paid: \$ 750.00
Rental Unit Address: [REDACTED] Date Security Deposit Paid: May 5, 2023

Date	Transaction Description	Amount Due	Amount Paid	Balance
Examples showing ledger entry				
May 5/23	Security Deposit	\$750.00	\$750.00	\$0.00
May 9/23	May Rent	\$1000.00	\$750.00	\$250.00
July 2/23	July Rent	\$750.00	\$750.00	\$0.00
June 19/23	Future Rent	\$1500.00	\$1500.00	\$0.00

Landlord's Position

11. The landlord testified that the tenant vacated the unit on 1-July-2023 with rent partially paid. The landlord stated that he is seeking rent to be paid in full.

Analysis

12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. I find that the tenant is responsible for the outstanding rent for the month of June in the amount of \$1000.00.

Decision

13. The landlord's claim for rent succeeds in the amount of \$1000.00.

Issue # 2: Other (Cleaning) \$80.00

Landlord's Position

14. The landlord testified that he hired a cleaner to clean the unit after the tenant vacated and he is seeking reimbursement of the fee from the cleaner in the amount of \$80.00.

Analysis

15. The landlord did not submit a copy of the invoice to show the amount charged by the cleaner nor did he submit any evidence to support this claim. For those reasons, I find that the tenant is not responsible for the cleaning fee of \$80.00.

Decision

16. The landlord's claim for Other (cleaning) does not succeed.

Issue # 3: Hearing expenses \$20.00

17. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#3).

18. As the landlord's claim has been partially successful, the tenant shall pay the \$20.00.

Decision

19. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit applied against monies owed \$750.00.

Analysis

20. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
 - (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
 - (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10*

days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

21. The landlord's claim for losses has been successful as per paragraphs 13 and 19 and as such, the security deposit shall be applied against monies owed.

Decision

22. The landlord's claim for security deposit to be applied against monies owed succeeds.

Summary of Decision

23. The tenant shall pay the landlord \$270.00 as follows:

Rent paid	\$1000.00
Other (cleaning)	0.00
Hearing expenses	20.00
Less security deposit	750.00
 Total	 \$270.00

May 15, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office