

## Residential Tenancies Tribunal

Application 2024-0251-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 1:59 p.m. on 6-June-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 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 he has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant electronically via email and text on 9-April-2024 (LL#1). The landlord submitted proof that the email was sent on that date (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 month to month rental agreement which commenced on October-2021. Rent was \$850.00 per month due on the first of each month. A security deposit was paid in October-2023 in the amount of \$600.00.
6. The landlord amended the application to include hearing expenses.

## Issues before the Tribunal

7. The landlord is seeking:
  - Rent paid \$850.00.
  - Hearing expenses \$20.00.

## 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 Policy Manuel*: Section 12-1: Costs.

### Issue # 1: Rent paid \$850.00

#### Relevant Submission

10. The landlord testified that rent is outstanding in the amount of \$850.00.

#### Landlord's Position

11. The landlord stated that the tenant vacated the rental unit without giving him a termination notice around 20-22-February-2024. The landlord reported that the rent was never paid by the tenant for the month of February. The landlord confirmed that rent is outstanding in the amount of \$850.00 for the month of February. The landlord 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.
13. I accept the landlord's testimony and I find that the tenant is responsible for outstanding rent for February-2024 in the amount of \$850.00.

## Decision

14. The landlord's claim for rent succeeds in the amount of \$850.00.

### Issue # 2: Hearing expenses \$20.00.

#### Relevant Submission

15. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#3).

## Analysis

16. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*: Costs, and as the landlord's claim was successful as per paragraph 14, the landlord will be awarded with \$20.00 filing fee.

## Decision

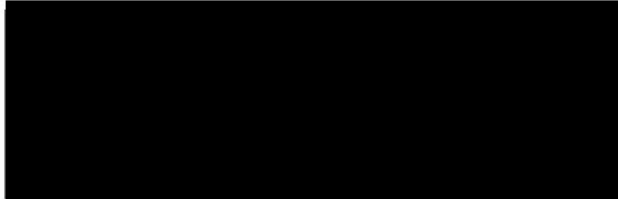
17. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

## Summary of Decision

18. The tenant shall pay the landlord \$870.00 as follows:

Rent .....	\$850.00
Hearing expenses.....	\$20.00
Total.....	<u>\$870.00</u>

June 11, 2024  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office