

Residential Tenancies Tribunal

Application 2024-0329-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-May-2024 at 1:45 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondents, [REDACTED], hereinafter referred to as the tenants, did not attend.

Preliminary Matters

4. The tenants were 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 tenants with notice of the hearing via registered mail on 9-May-2024. The tracking number was given as [REDACTED]. The appropriate supporting documents were also provided (LL#2). As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. The landlord amended the claim at the hearing to include additional hearing expenses, discussed below.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent and late fees 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*).
8. A landlord's ability to collect late fees is governed by s. 15(1) of the *Act*.

Issue 1: Unpaid Rent and Late Fees

9. The landlord testified that this was a month-to-month rental agreement which commenced on 1-July-2016. Rent was set at \$525.00 a month due on the 1st day of each month. The tenants were responsible for their own utilities.
10. The landlord's uncontradicted testimony was that the tenant owes \$3060.50 in unpaid rent. A rental ledger (LL#3) was provided in support of this. Also provided was a series of bank statements (LL#4-LL#7). These statements regard an account that the landlord testified was used for the sole purpose of collecting rent. Therefore, all deposits in the account are rent payments. These statements align with the rental ledger and the landlord's testimony. The landlord's claim for unpaid rent succeeds in the amount of \$3060.50.
11. According to the rental ledger, the tenant has had a balance owing for in excess of two years. The minister has set the rate of late fees at \$5.00 for the first day and \$2.00 for each day after, to a maximum of \$75.00. As rent has been owing for more than 35 days, the maximum late fee applies. The landlord's claim for late fees succeeds in the amount of \$75.00.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$3060.50.
13. The landlord's claim for late fees succeeds in the amount of \$75.00.
14. The landlord's application was successful and they are therefore entitled to have their reasonable hearing expenses covered. In this case their hearing expenses consisted of the \$20.00 application fee, \$19.58 for registered mail, and \$28.75 for the cost of having a document witnessed by a notary public. Receipts were provided for the latter two amounts.

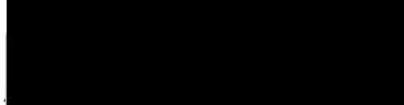
Summary of Decision

15. The tenant shall pay to the landlord \$3203.83 as follows:

Unpaid Rent.....	\$3060.50
Late fees.....	\$75.00
Hearing expenses.....	\$68.33
Total.....	\$3203.83

11-July-2024

Date


Seren Cahill
Residential Tenancies Office