

Residential Tenancies Tribunal

Application 2024-0363-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 4-June-2024 at 9:17 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who 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 6-May-2024. The appropriate supporting documents are included in LL#1. 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.
5. The landlord's initial application included a claim for an order of vacant possession. The landlord informed me that the tenant had vacated the premises sometime toward the end of April. Accordingly, this claim was abandoned at the hearing.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent and late fees be granted?

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 and Late Fees

8. The landlord's uncontradicted sworn testimony was that the tenant owes \$1710.16 in unpaid rent. A rental ledger was provided in support (LL#2). The ledger shows that the tenant has been in arrears since 31-January-2024. This was a month-to-month tenancy with a monthly rent of \$826/month.
9. I accept the landlord's testimony and find on a balance of probabilities that the tenant owes \$1710.16 in unpaid rent.
10. S. 15(1) of the *Act* allows landlords to collect fees for the late payment of rent at the rate set by the minister. The minister has set a rate of \$5 for the first day and \$2 for each day thereafter to a maximum of \$75. As there has been a balance owing for more than 35 days, the maximum late fee of \$75 applies.

Decision

11. The landlord's claim for unpaid rent succeeds in the amount of \$1710.16.
12. The landlord's claim for late fees succeeds in the amount of \$75.00.
13. As the tenancy has ended, the disposition for the security deposit must be determined. As the landlord is owed moneys, they are entitled to apply the security deposit against the sum owed. The security deposit in this case is \$407.11. Security deposits are calculated with interest at the rate prescribed by the minister. The interest rate for all relevant years prior to 2024 was 0%. The interest rate for 2024 was 1% simple cumulative interest. This results in a total interest of \$1.75 as of the time of the hearing.
14. As the landlord was successful in their claim, they are entitled to recover their reasonable hearing expenses. In this case, the landlord seeks only the \$20 application fee.

Summary of Decision

15. The tenant shall pay to the landlord \$1396.30 as follows:

Unpaid Rent.....	\$1710.16
Late fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-\$408.86
Total.....	\$1396.30

12-July-2024
Date


Seren Cahill
Residential Tenancies Office