

Residential Tenancies Tribunal

Application 2024-0437-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 17-June-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [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 able to reach one of them by telephone at the start of the hearing; however, he refused to participate. 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 respondents fail 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 with his application stating that he had served the tenants with the notice of hearing electronically by email on 15-May-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 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. There was a written term rental agreement which commenced on 1-September-2023. The tenants vacated the unit sometime towards the end of February 2024. Rent was initially \$2600.00 and was reduced to \$2200.00 per month, due on the 1st of each month. A security deposit was never paid.

Issues before the Tribunal

6. The landlord is seeking:
 - a. Rent paid \$9000.00.
 - b. Utilities and internet paid \$3673.78
 - c. Hearing expenses \$20.00

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*.
8. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of Fees.

Issue # 1: Rent Paid \$9000.00

Relevant Submission

9. The landlord testified that rent is outstanding in the amount of \$9000.00 dating back to the commencement of the tenancy and he submitted a copy of the rental ledger to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2024-0437-NL			
Date	Action	Amount	Total
August 31, 2023	Balance		\$0.00
September 1, 2023	Rent due	\$2,200.00	\$2,200.00
September 1, 2023	Payment	-\$1,200.00	\$1,000.00
October 1, 2023	Rent due	\$2,200.00	\$3,200.00
October 1, 2023	Payment	-\$2,200.00	\$1,000.00
November 1, 2023	Rent due	\$2,200.00	\$3,200.00
November 1, 2023	Payment	-\$200.00	\$3,000.00
December 1, 2023	Rent due	\$2,200.00	\$5,200.00
December 1, 2023	Payment	-\$200.00	\$5,000.00
Janaury 1, 2024	Rent due	\$2,200.00	\$7,200.00
January 1, 2024	Payment	-\$200.00	\$7,000.00
February 1, 2024	Rent due	\$2,200.00	\$9,200.00
February 1, 2024	Payment	-\$200.00	\$9,000.00

Landlord's Position

10. The landlord testified that the tenants vacated the unit sometime during the last week of February with outstanding rent in the amount of \$9000.00. The landlord stated that he worked out of the Country and was not available to deal with the tenancy issues resulting in a high outstanding rental balance. The landlord is seeking rent to be paid in full.

Analysis

11. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant(s) during the use or occupancy of a residential premises. I accept the landlord's testimony and as the respondents did not attend the

hearing to dispute any claims, I find that the tenants are responsible for the outstanding rent in the amount of \$9000.00.

Decision

12. The landlord's claim for rent succeeds in the amount of \$9000.00.

Issue # 2: Utilities and Internet Paid \$3673.78

Relevant Submission

13. The landlord testified that utilities and internet fees are outstanding in the amount of \$3673.78 dating back to the commencement of the tenancy and he submitted a copy of the utilities and internet ledger to support the claim (LL#4). See breakdown of utilities ledger below (note: items not pertaining to utilities or internet have been removed):

Utilites Ledger 2024-0437-NL			
Date	Action	Amount	Total
October 31, 2023	Balance		\$0.00
November bill	Bell Internet / TV	\$172.75	\$172.75
November bill	NL Power	\$265.68	\$438.43
November bill	Irving Propane	\$246.76	\$685.19
December bill	Bell Internet / TV	\$153.52	\$838.71
December bill	NL Power	\$318.52	\$1,157.23
December bill	Irving Propane	\$461.86	\$1,619.09
December bill	Ultramar Oil	\$501.34	\$2,120.43
January bill	Bell Internet / TV	\$153.23	\$2,273.66
January bill	NL Power	\$340.64	\$2,614.30
January bill	Irving Propane	\$507.20	\$3,121.50
February bill	Ultramar Oil	\$351.76	\$3,473.26

Landlord's Position

14. The landlord testified that he entered into an agreement with the tenants whereby the tenants were responsible for the utilities and internet during the tenancy and the tenants would reimburse the landlord for those services. The landlord stated that the tenants neglected to reimburse him for any of those services and as such he had to incur all the utility and internet expenses during the tenancy. The landlord stated that he worked out of the Country and had the bills in his name to ensure that his unit would not be at risk in the event that the power was cut, or the propane was not topped up. The landlord is seeking utilities and internet bills to be paid in full.

Analysis

15. I accept the landlord's testimony that he entered into an agreement with the tenants to pay for the utility and internet services with the promise that the tenants would reimburse him for those services. I also accept the landlord's utility and internet ledger showing the outstanding amounts and as the respondents did not attend the hearing to dispute any claims, I find that the tenants are responsible for the outstanding utilities and internet costs in the amount of \$3473.26.

Decision

16. The landlord's claim for Utilities and Internet Paid succeeds in the amount of \$3473.26.

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 to support the claim (LL#5).

18. Section 12-1 of the *Residential Tenancies Policy Manuel* states:

Recovery of Costs

In general, claimable costs may include the following:

- a. The \$20.00 filing fee
- b. The costs incurred in the preparation for a hearing.

19. In accordance with Section 12-1 as stated above, the filing fee is considered costs incurred in the preparation for a hearing and as the landlord's claim has been successful, the tenants shall pay the hearing expenses.

Decision

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

Summary of Decision

21. The tenants shall pay the landlord \$12493.26 as follows:

Rent paid	\$9000.00
Utilities and internet	3473.26
Hearing expenses	20.00
Total	\$12493.26

June 27, 2024

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office