

Residential Tenancies Tribunal

Application 2024-0519-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 22-July-2024 at 9:16 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by director [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 21-June-2024 at 11:07 pm. The appropriate supporting documents (LL#2) were also provided. 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 originally applied for an order of vacant possession. However, he had acquired possession of the premises by the time the hearing occurred. The application was therefore amended to omit the request for an order for vacant possession.

Issues before the Tribunal

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

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the Act.

Issue 1: Unpaid Rent

8. The landlord provided a rental ledger (LL#3) indicating that the tenant owes them unpaid rent in the amount of \$9820.00. The landlord testifies that this copy of the ledger is accurate to early June. They testified that they had multiple payments from the tenant since the rental ledger was created, adding to a total of \$1080.00 received.
9. The landlord also seeks rent from 1-July-2024 up until the date which they were able to retake possession of the property, 17-July-2024. The monthly rent was set at \$2000 a month. The correct formula for determining a daily rate is found by multiplying the monthly rate by the 12 months of the year and multiplying by the 366 days in this year. In this case, $\$2000/\text{month} * (12 \text{ months} / 366 \text{ days}) = \sim \$65.57/\text{day}$. Multiplying this by the 17 days of July in which the landlord did not have possession of the premises renders a total of \$1114.69 for the month of July.
10. I accept the landlord's uncontradicted testimony under solemn affirmation. $\$9820.00 + \$1114.69 - 1080.00 = \$9854.69$.
11. The landlord's claim for unpaid rent succeeds in the amount of \$9854.69.

Decision

12. The landlord's claim for unpaid rent succeeds in the amount of \$9854.69.
13. The landlord's claim was successful and they are therefore entitled to have their reasonable hearing expenses reimbursed. In this case, the landlord's expenses consist solely of the \$20 application fee.

Summary of Decision

14. The tenant shall pay to the landlord \$9874.69 as follows:

Unpaid Rent.....	\$9854.69
Hearing Expenses.....	\$20.00
 Total.....	 \$9874.69

15-August-2024

Date


Seren Cahill
Residential Tenancies Office