

Residential Tenancies Tribunal

[REDACTED] Decision 19-184-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:20 am on 08 May 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "landlord1" and "landlord2", respectively, participated in the hearing. The tenants, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants", did not participate

Issues before the Tribunal

3. The landlords are seeking the following:
 - a. An order for payment of rent in the amount of \$2000.00;
 - b. An order for vacant possession of the rented premises; and
 - c. Authorization to retain the security deposit of \$575.00

Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case is section 19 of the *Residential Tenancies Act, 2018* and rule 29 of *The Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenants were not present or represented at the hearing and I was unable to reach them by telephone from the hearing room. 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 respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents' absence so long as they have been properly served. The landlords submitted an affidavit with their application showing that the tenants were served with notice of the hearing on 15 April 2019 and they have had 22 days to provide a response. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.

7. Landlord1 amended the application and stated that they were no longer seeking an order for possession of the rented premises as the tenants vacated on 15 April 2019.

Issue 1: Rent - \$2000.00

Relevant Submissions

The Landlords' Position

8. Landlord1 stated that they had entered into a monthly rental agreement with the tenants on 16 November 2018 and a copy of the executed agreement was submitted with their application (█ #1). The agreed rent was set at \$1150.00 and the tenants paid a security deposit of \$575.00.
9. The tenants fell into rental arrears in February 2019 and on 02 April 2019 the landlords issued the tenants a termination notice. A copy of that notice was submitted with the landlord's application (█ #2). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent) and it had an effective termination date of 14 April 2019. The tenants vacated on 15 April 2019.
10. With their application, the landlords submitted a copy of their rent records showing the payments they had received from the tenants since they moved into the unit (█ #3). According to these records, the tenants last had a zero-balance in January 2019. Since that time they have made 3 payments to the landlords: \$550.00 on 02 February, \$850.00 on 01 March 2019 and \$50.00 on 02 March 2019. They currently are in arrears in the amount of \$2000.00 for the period ending 30 April 2019.

Analysis and Decision

11. I accept the testimony and evidence of the landlords in this matter and I find that the tenants had not paid rent as required. Based on landlord1's testimony and based on the submitted rent records, I find that the tenants owe the landlords \$2000.00.

Issue 2: Hearing Expenses

12. The landlords paid a filing fee of \$20.00 to file this application. As the landlords' claim has been successful, the tenants shall pay this hearing expense.

Issue 3: Security Deposit

13. Landlord1 stated that the tenants paid a security deposit of \$575.00 on 16 November 2018 and receipt of that deposit is acknowledged in the submitted rental agreement. As the landlords' claim has been successful, they shall retain the security deposit as outlined in this decision and order.

Summary of Decision

14. The landlords are entitled to the following:

- a) Rent Owing\$2000.00
- b) Hearing Expenses.....\$20.00
- c) LESS: Security Deposit..... (\$575.00)
- d) Total Owing to Landlords\$1445.00

12 July 2019

Date

[Redacted]
John R. Cook
Residential Tenancies Tribunal