

Residential Tenancies Tribunal

[REDACTED] Decision 19-275-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:00 am on 15 May 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as "the landlord". The respondent, [REDACTED], hereinafter referred to as "the tenant", did not participate.

Issues before the Tribunal

3. The landlord is seeking the following:
 - a. An order for a payment of rent in the amount of \$1122; and
 - b. An order for a payment of hearing expenses in the amount of \$20.00.

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*.

Preliminary Matters

5. The tenant was not present or represented at the hearing and I was unable to reach her 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 respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as she has been properly served. The landlord

submitted an affidavit with his application stating that the tenant was served with notice of the hearing on 24 April 2019, by e-mail, and she has had 20 days to provide a response. The landlord also submitted a copy of that e-mail as well as a copy of previous e-mail correspondence she had had with the tenant at that address. 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 her absence.

Issue 1: Rent - \$1122.00

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered into a monthly rental agreement with the tenant on 15 March 2017 and a copy of that executed agreement was submitted with her application (■ #1). The landlord stated that the rent was set at \$512.00 per month.
7. The landlord stated that the tenant sent her an e-mail on 26 October 2018 informing her that she was terminating her rental agreement effective 30 November 2018 and a copy of that e-mail was submitted with the landlord's application (■ #2). The tenant vacated on 14 November 2018.
8. With her application the landlord submitted rent records (■ #3) showing the payments she had received from the tenant since July 2018. According to these records, the tenant last had a zero-balance on 31 July 2018. The records show that the tenant had been making periodic payments and that she had been receiving some rent abatements but the arrears nevertheless continued to accrue from July through to November 2018.
9. According to these records, the tenant owes \$1122.00 for the period ending 30 November 2018.

Analysis and Decision

10. I accept the testimony and evidence of the landlord in this matter and I find that the tenant had not paid rent as required. Based on the landlord's submitted rent records, I find that the tenant owes the landlord \$1122.00.

Issue 3: Hearing Expenses

11. The landlord submitted a receipt showing that she had paid \$20.00 to file this application. As the landlord's claim has been successful, the tenants shall pay this hearing expense.

Summary of Decision

12. The landlord is entitled to the following:

- A payment of \$1142.00, determined as follows
 - a) Rent Owing\$1122.00
 - b) Hearing Expenses.....\$20.00
 - c) Total Owing to Landlord\$1142.00

12 July 2019

Date

John R. Cook
Residential Tenancies Tribunal