

Residential Tenancies Tribunal

Decision 19-0324-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:15 am on 18 June 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. The tenants, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants", did not participate

Issues before the Tribunal

3. The landlord is seeking the following:
 - a. An order for payment of rent in the amount of \$3550.00; and
 - b. Authorization to retain the security deposit of \$700.00

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. I was able to reach [REDACTED] by telephone after the hearing had started but she informed me that she did not wish to participate in the proceedings. 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 landlord submitted an affidavit with his application showing that the tenants were served with notice of the hearing on 09 May 2019, by email, and the landlord also served them with notice of the rescheduled hearing, again by e-mail, on 07 June 2019. Copies of those e-mails were submitted at the hearing along with e-mail correspondence the landlord had had with the tenants at their respective e-mail addresses. 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.

Issue 1: Rent - \$3550.00

Relevant Submissions

The Landlords' Position

7. The landlord stated that he had entered into a monthly rental agreement with the tenants on 01 October 2018. The agreed rent was set at \$1400.00 per month and the tenants paid a security deposit of \$700.00.
8. In December 2018 the tenants fell into rental arrears and on 19 March 2019 the landlord issued them a termination notice, by e-mail. A copy of that notice was issued at the hearing (█ #1) and according to the notice the landlord required the tenants to vacate by 30 March 2019. They vacated the following day.
9. With his application, the landlord submitted a copy of his rent records (█ #2) showing the payments he had received from the tenants since the tenancy began. According to these records, the tenants had paid their rent for October and November 2018 but no rent was received during December 2018. In January 2019 the tenant made 4 payments to the landlord totalling \$1400.00 for the rent for December 2018 and in February 2019 he received 2 payments totalling \$650.00 for January's rent.
10. The landlord is seeking an order for a payment of the remaining \$750.00 owing for January 2019 and \$1400.00 for each of February and March 2019.

Analysis and Decision

11. I accept the testimony and evidence of the landlord in this matter and I find that the tenants had not paid rent as required. Based on landlord's testimony and based on the submitted rent records, I find that the tenants owe the landlord \$3550.00.

Issue 2: Security Deposit

12. The landlord stated that the tenants paid a security deposit of \$700.00 on 26 September 2018. As the landlords' claim has been successful, he shall retain the security deposit as outlined in this decision and order.

Summary of Decision

13. The landlord is entitled to the following:

- a) Rent Owing\$3550.00
- b) LESS: Security Deposit..... (\$700.00)
- c) Total Owing to Landlord\$2850.00

10 October 2019

Date

[Redacted]
John R. Cook
Residential Tenancies Tribunal