

Residential Tenancies Tribunal

Decision 20-0022-02

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:06 am on 17 September 2020 via teleconference.
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 \$600.00; and
 - b. An order for vacant possession of the rented premises.

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 are sections 19 and 24 of the *Residential Tenancies Act, 2018* and rule 29 of the Rules of the Supreme Court, 1986.

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. 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 a 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 her application stating that the tenant was personally served with notice of the hearing on 26 August 2020 and she has had 19 days to provide a response. 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.

7. The landlord amended her application at the hearing and stated that he was no longer seeking an order for possession of the rented premises as the tenant had moved out on 02 September 2020.

Issue 1: Rent - \$600.00

Relevant Submissions

The Landlord's Position

8. The landlord stated that she had entered into a monthly rental agreement with the tenant on 26 January 2020. The agreed rent was set at \$600.00 per month and the tenant had also agreed to pay an additional \$200.00 per month, to the landlord, for heat and electricity.
9. On 14 August 2020 the landlord issued the tenant a termination notice and a copy of that notice was submitted with her application. That notice was issued under sections 19 (notice where failure to pay rent) and 24 (notice where tenant contravenes peaceful enjoyment and reasonable privacy) of the *Residential Tenancies Act, 2018* and it had an effective termination date of 26 August 2020. The landlord testified that the tenant moved out on 02 September 2020.
10. The landlord submitted rent records with her application showing the payments she had received since the tenancy began. According to these records, the rent was paid and up-to-date for the period ending 31 July 2020 but no rent was paid for August 2020.
11. Instead of \$800.00, however, the landlord is only seeking an order for a payment of \$600.00 for rent for August 2020 as she had received a rebate on her electricity bill from Newfoundland Power for that month.

Analysis

12. I accept the landlord's claim that the tenant had not paid rent for August 2020 and I therefore find that she is entitled to an award for rent for that month. As the landlord is passing along her electricity rebate to the tenant, her claim succeeds in the amount of \$600.00.

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$600.00.

Issue 2: Hearing Expenses

14. The landlord submitted a hearing expenses claim form and a receipt showing that she had paid a fee of \$20.00 to file this application and a copy of an Interac e-Transfer e-mail receipt showing that she had paid a process server \$50.00 to serve the tenant with notice of the hearing. As the landlord's claim has been successful, the tenant shall pay these hearing expenses.

Summary of Decision

15. The landlord is entitled to the following:

- a) Rent Owing\$600.00
- b) Hearing Expenses.....\$70.00
- c) Total Owing to Landlord\$670.00

14 November 2020

Date

John R. Cook
Residential Tenancies Tribunal