

Residential Tenancies Tribunal

[REDACTED] Decision 20-0025-04

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:05 am ADT on 21 January 2021 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 an order for a payment of rent in the amount of \$2245.00.

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 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 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 her application

stating that the tenant was served with notice of the hearing by registered mail and the associated tracking history shows that the tenant signed for the notice on 12 November 2020. The tenant has had 69 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.

Issue 1: Rent - \$2245.00

Relevant Submissions

7. The landlord stated that she had entered into a monthly rental agreement with the tenant commencing 17 May 2019. The agreed rent was set at \$449.00 per month.
8. The tenant fell into rental arrears shortly after taking possession of the unit and on 26 August 2019 the landlord issued her a termination notice and a copy of that notice was submitted with her application. 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 26 September 2019.
9. The landlord stated that the tenant returned the keys to her contractor on 31 October 2019.
10. With her application the landlord submitted rent records showing the payments the tenant had made since she had moved into the unit. The landlord pointed out that she had received just 1 payment from the tenant during this whole tenancy—a pro-rated payment of \$221.00 for rent for May 2019. No payments were made for period from 01 June through to 31 October 2019.
11. The landlord is seeking an order for a payment of rent in the amount of \$2245.00 for those 5 months (\$449.00 per month x 5).

Analysis

12. I accept the landlord's claim that the tenant has not paid rent as required and her records show that the tenant is currently in arrears in the amount of \$2245.00. As such, her claim succeeds.

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$2245.00.

Issue 2: Hearing Expenses

14. As the landlord's claim has been successful, the tenant shall pay her hearing expense of \$20.00 for the costs of filing this application.

Summary of Decision

15. The landlord is entitled to the following:

- a) Rent Owing\$2245.00
- b) Hearing Expenses.....\$20.00
- c) Total Owing to Landlord\$2265.00

19 April 2021

Date

John R. Cook
Residential Tenancies Tribunal