

Residential Tenancies Tribunal

Decision 20-0035-02

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:07 am on 16 February 2021 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. The respondent, [REDACTED], hereinafter referred to as "the tenant", did not participate.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$13,159.00; and
 - An order for a payment of \$13,700.00 in compensation for damages.

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 there was no telephone number where she could be reached. 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 he has been properly served. The landlord called a witness, [REDACTED], an officer at the [REDACTED], [REDACTED], who testified that she had personally served the tenant on 05 February 2021 with the landlord's application. The tenant has had 10 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 his application at the hearing and withdrew his claim for compensation for damages. He informed me that he would file a new application concerning that matter when the repairs are completed.

Issue 1: Rent - \$13,159.00

Relevant Submissions

8. The landlord stated that he had entered into a monthly rental agreement with the tenant in the spring of 2019. The agreed rent was set at \$1325.00 per month and the landlord figured that the tenant would have paid a security deposit which was equivalent to half of the rent.
9. On 10 December 2020, the landlord served the tenant with a termination notice and a copy of that notice was submitted with his application ([REDACTED] #1). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* and it had an effective termination date of 22 December 2020. The landlord testified that he regained possession of the property on 18 December 2020.
10. With his application, the landlord submitted a copy of his rent records ([REDACTED] #2) showing the payments he had received from the tenant in 2020.
11. The landlord testified that all of the tenant's rent was paid and up-to-date for the period ending 31 December 2019. In 2020, however, the tenant stopped paying her rent altogether and his records show that he had only received 4 payments during that calendar year, paid on the tenant's behalf by the Department of Advanced Education, Skills and Labour (AESL). Those payments totalled \$2741.00.
12. According to the landlord's calculations, the tenant owes him \$13,159.00 for the period ending 31 December 2020 (\$1325.00 per month x 12 months less the 4 payments totalling \$2741.00).

Analysis

13. I accept the landlord's testimony and evidence in this matter and I find that the tenant had not paid rent as required.

14. Based on his testimony and submitted rent records, I find that the tenant moved out of the property in December 2020 and she owes \$13,159.00 for the period ending 31 December 2020, based on the calculation in paragraph 12, above.

Decision

15. The landlord's claim for a payment of rent succeeds in the amount of \$13,159.00.

Issue 2: Security Deposit

16. The landlord stated that the tenant had likely paid a security deposit of \$662.50 (the monthly rent of \$1325.00 ÷ 2). As the landlord's claim for rent has been successful, he shall retain that deposit as outlined in this decision and attached order.

Summary of Decision

17. The landlord is entitled to the following:

- a) Rent Owing\$13,159.00
- b) LESS: Security Deposit(\$662.50)
- c) Total Owing to Landlord\$12,496.50

18 May 2021

Date

John R. Cook
Residential Tenancies Tribunal