

Residential Tenancies Tribunal

Decision 20-0080-03

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:06 am on 08 March 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 the following:
 - a. An order for a payment of rent in the amount of \$2400.00; and
 - b. An order for a payment of utilities in the amount of \$2385.82.

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 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 he 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 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 he sent the application and notice of the hearing to the tenant on 03 February 2021 by registered mail and the associated tracking history shows that it was delivered to the tenant on 10 February 2021. He has had 26 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 his absence.

Issue 1: Rent - \$2400.00

Relevant Submissions

7. The landlord stated that she had entered into a monthly rental agreement with the tenant in September 2018. The agreed rent was set at \$250.00 per month.
8. The landlord stated that she primarily rents this property to school teachers, like the tenant, who are new to the area. She stated that in March 2020, because of the COVID-19 pandemic, the school in her town closed and the tenant vacated the property.
9. With her application the landlord submitted a copy of her rent ledger (█ #1) showing the payments the tenant had made since he had moved into the unit. According to the landlord's records, the tenant had only made 2 rent payments during this tenancy, in April and June 2020, totalling \$1850.00, while the total rent that was charged comes to \$4250.00. She calculates that the tenant still owes \$2400.00 and she is seeking an order for a payment of that amount.

Analysis

10. I accept the landlord's testimony and evidence in this matter and I accept her claim that the tenant had not paid his rent as required.
11. Based on the landlord's records, I agree with her that the tenant owes \$2400.00.

Decision

12. The landlord's claim for a payment of rent succeeds in the amount of \$2400.00.

Issue 2: Utilities - \$2385.32

Relevant Submissions

13. The landlord stated that the tenant was also responsible for paying for his own electrical utilities during this tenancy and she had an arrangement with him that the bills would remain in her name and the tenant would pay the balance when he was presented with each bill.

14. The landlord's rent ledger also records the utility payments she had received from the tenant and she submitted copies of the Newfoundland Hydro bills she received for the tenant's unit during his tenancy (█ #2).
15. The landlord's records show that the tenant had only made 1 utility payment of \$869.91 in February 2019 and she calculates that he still owes her \$2385.32.

Analysis

16. I accept the landlord's testimony in this matter and based on her records, I agree with her that the tenant had only made 1 utility payment totalling \$869.91.
17. On my tabulation of the utility charges, though, I find that the landlord had been charged \$3234.23 during this tenancy, meaning that the tenant owes \$2364.32.

Decision

18. The landlord's claim for a payment of utilities succeeds in the amount of \$2364.32.

Issue 3: Hearing Expenses

19. The landlord submitted a hearing expense claim for and receipts showing that she had paid a fee of \$20.00 to file this application and \$17.77 to send the application to the tenant by registered mail. As the landlord's claim has been successful, the tenant shall pay these hearing expenses.

Summary of Decision

20. The landlord is entitled to the following:

- a) Rent Owing \$2400.00
- b) Utilities 2346.32
- c) Hearing Expenses \$37.77
- d) Total Owing to Landlord \$4784.09

04 June 2021

Date

John R. Cook
Residential Tenancies Tribunal

