

## Residential Tenancies Tribunal

[REDACTED] Decision 20-0369-05

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 1:03 pm on 06 November 2020 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED] [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 \$4862.83;
  - b. An order for a payment of late fees in the amount of \$75.00; and
  - c. 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 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 I was unable to reach him 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 he has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with notice of the hearing, by e-mail, on 06 October 2020 and the tenant has had 30 days to provide a response. He also submitted a copy of that e-mail with his application and he testified that that e-mail address was provided to him as part of the rental application process. 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.

7. The landlord amended his application at hearing and stated that he was no longer seeking an order for possession of the premises as the tenant abandoned the unit on 21 July 2020.
8. The landlord also pointed out that as a result of a previous hearing, [REDACTED] [REDACTED], heard on 25 June 2020, he was awarded rent up to 30 June 2020 in the amount of \$3262.83, as well as late fees. Accordingly, he amended his application to reflect that previous award and he stated that he was now only seeking rent for July 2020, in the amount of \$815.00, and he struck his claim for late fees.

### **Issue 1: Rent - \$815.00**

#### **Relevant Submissions**

9. The landlord stated that he had entered into a monthly rental agreement with the tenant on 15 March 2019. The agreed rent was set at \$815.00 but the landlord pointed out that because of the COVID-19 pandemic, and in an attempt to reduce the financial strain on his tenant, that rent was reduced to \$800.00 per month, commencing 01 April 2020.
10. As indicated in Preliminary Matters, above, the landlord stated that the tenant abandoned the unit on 21 July 2020. As he had already received an award for rent for the period ending 30 June 2020, through this application he is now only seeking rent for July 2020, the last month that the tenant resided at the unit.
11. The landlord is seeking an order for a payment of rent in the amount of \$800.00.

#### **Analysis**

12. I accept the landlord's testimony and evidence in this matter and I find that the tenant has not paid rent as required and that he is entitled to a payment of rent for July 2020.

## **Decision**

13. The landlord's claim for a payment of rent succeeds in the amount of \$800.00.

### **Issue 2: Hearing Expenses**

14. The landlord paid \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

### **Issue 3: Security Deposit**

15. The landlord stated that the tenant had paid a security deposit, in 2 installments, totalling \$602.00, on 08 March and 13 March 2019. As the landlord's claim has been successful, he shall retain that deposit as outlined in this decision and attached order.

### **Summary of Decision**

16. The landlord is entitled to the following:

- a) Rent Owing .....\$800.00
- b) Hearing Expenses .....\$20.00
- c) LESS: Security Deposit .....(\$602.00)
- d) Total Owing to Landlord .....\$218.00

26 February 2021

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Date

John R. Cook  
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