

Residential Tenancies Tribunal

Application [REDACTED]

Decision 19-393-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:20 pm on 11 June 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, participated in the hearing by teleconference. He was represented at the hearing by his parents, [REDACTED] and [REDACTED].
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, did not participate in the hearing.

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for compensation for inconvenience in the amount of \$362.00; and
 - An order for a payment of rent in the amount of \$1800.00.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case are section 15 of the *Residential Tenancies Act, 2018* and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach her by telephone from the hearing room. 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 stating that the tenant was served with notice of the hearing, by e-mail, on 31 May 2019 and she has had 10 days to provide a response. The landlord also submitted a copy of that e-mail as well as further e-mail correspondence he had had with her at that e-mail address. 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 - \$1800.00

Relevant Submissions

The Landlord's Position

8. The landlord stated that he had entered into a monthly rental agreement with the tenant on 15 January 2019 and a copy of the executed lease was submitted at the hearing (█ #1). The agreed rent was set at \$1300.00 per month and it is acknowledged in the rental agreement that the tenant had paid a security deposit of \$600.00.
9. The landlord stated that the tenant's rent was paid and up-to-date for the period ending 31 March 2019, but since 01 April 2019 he had only received 1 payment of \$800.00.
10. Because the tenant had fallen into rental arrears he issued her a termination notice on 15 April 2019 and a copy of that notice was submitted at the hearing (█ #2). According to that notice, the landlord gave the tenant 15 days to have the full rent paid or she would have to vacate the property. He stated that she continued to reside at the unit during May 2019 but he found the unit abandoned on 21 May 2019.
11. The landlord is seeking the remaining \$500.00 owing for April 2019 and \$1300.00 for May 2019.
12. According to the breakdown submitted with his application (█ #3), the landlord is also seeking a payment of late fees in the amount of \$75.00.

Analysis

13. I accept the testimony of the landlord in this matter and I find that the tenant had not paid rent as required. As such, the landlord's claim for rent succeeds in the amount of \$1800.00.
14. The landlord also stated that he has assessed late fees in the amount of \$75.00, the maximum amount permitted under section 15 of the *Residential Tenancies Act, 2018*, and I find that he is entitled to an award for that amount as well.

Decision

15. The landlord's claim for rent and late fees succeeds in the amount of \$1875.00.

Issue 2: Compensation for Inconvenience - \$362.60

Relevant Submissions

The Landlord's Position

16. With his application, the landlord submitted the following breakdown of the costs he is seeking in compensation for inconvenience:

- Landlord's labour \$217.60
- Transportation fees..... \$25.00
- FD's labour \$25.00

- Total \$550.00

17. The landlord pointed out that he lives in [REDACTED] and he claimed that he has had to take time out of his work day to deal with the issues that have been arising with this tenant. He stated that his hourly rate at his place of business is \$54.40 and he is seeking compensation for 4 hours of missing wages: \$217.60.
18. He also stated that his father, [REDACTED], has been travelling back and forth to the rental unit in [REDACTED] in order to deliver notices and to carry out inspections. He pointed out that the rental unit is a 40 minute drive from [REDACTED] home. The landlord is seeking \$25.00 for gas that [REDACTED] had to purchase during those trips and he is also seeking \$25.00 in compensation for his personal labour.

Analysis

19. The costs identified here, the costs of dealing with tenant-related matters, were incurred in the normal course of doing business as a landlord.

20. Furthermore, the tenant cannot be held liable for the landlord's decision to live so far away from that place of business or held liable for his decision to have someone who lives 40 minutes away manage the property.

Decision

21. The landlord's claim for compensation for inconvenience does not succeed.

Issue 3: Security Deposit

22. The landlord stated that the tenant had paid a security deposit of \$600.00 on 15 January 2019. As the landlord's claim for rent has succeeded, he is authorized to retain the deposit as outlined in this decision and attached order.

Issue 4: Hearing Expenses

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

Summary of Decision

24. The landlord is entitled to the following:

- Rent and Late Fees.....\$1875.00
- Hearing Expenses.....\$20.00
- **LESS: Security Deposit..... (\$600.00)**
- Total Owing to Landlord\$1295.00

08 October 2019
Date


Jo
Residential Tenancies Tribunal