

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0467-05

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:04 am on 12 January 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:
  - a. An order for a payment of rent in the amount of \$1158.00; and
  - b. Authorization to retain the \$350.00 security.

### 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 are sections 20, 21 and 34 of the *Residential Tenancies Act, 2018*.

### 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 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 testified that she had served the tenant with notice of the hearing, by text-message, on 27 October 2020 and he has had 76 days to provide a response. The telephone number used by the landlord to send the text-message was provided by the tenant on the rental agreement submitted with her application. 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 - \$1158.00**

### **Relevant Submissions**

7. The landlord stated that she had entered into a monthly rental agreement with the tenant on 01 March 2020 and a copy of the executed rental agreement was submitted with her application. The agreed rent was set at \$700.00 per month and the landlord stated that the tenant had paid a security deposit of \$350.00.
8. On 31 August 2020 the landlord issued the tenant a 3-month termination notice, requiring that he vacate the premises by 30 November 2020. The tenant informed the landlord that he would be moved out by 01 October 2020 and the landlord regained possession of the unit on 02 October 2020.
9. With her application, the landlord submitted rent records showing the payments she had received from the tenant since he moved into the unit.
10. The landlord stated that because of some financial difficulties caused by the onset of the COVID-19 pandemic, the tenant was unable to pay his rent for May and April 2020. Her records also show that she had only received a partial payment of \$300.00 for June 2020 leaving him with a balance owing of \$1800.00 for the period ending 30 June 2020.
11. The landlord's records show that the tenant paid his full rent for July 2020, that he had paid an extra \$142.00 for August 2020, and that he had again paid an extra \$500.00 for September 2020.
12. Despite those extra payments, the landlord calculated that the tenant still owes her \$1158.00 for the period ending 30 September 2020 and she is seeking an order for a payment of that amount.

### **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 her testimony and submitted rent records, I find that the tenant owes \$1158.00 for the period ending 30 September 2020 (\$1800.00 owing for the

period ending 30 June 2020 – \$642.00 in additional payments made during August and September 2020).

**Decision**

15. The landlord’s claim for a payment of rent succeeds in the amount of \$1158.00.

**Issue 2: Security Deposit**

16. The landlord stated that the tenant had paid a security deposit of \$350.00 on 14 February 2020. As the landlord’s claim has been successful, she shall retain that deposit as outlined in this decision and attached order.

**Summary of Decision**

17. The landlords are entitled to the following:

- a) Rent Owing .....\$1158.00
- b) **LESS: Security Deposit..... (\$350.00)**
- c) Total Owing to Landlords .....\$808.00

09 April 2021

\_\_\_\_\_  
Date



\_\_\_\_\_  
John R. Cook  
Residential Tenancies Tribunal