

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0011-01

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 1:06 AM on 06 May 2021 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate.

### Issues before the Tribunal

4. The landlord is seeking the following:
  - a. An order for a payment of rent in the amount of \$1050.00; and
  - b. An for vacant possession of the rented premises.

### 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 is section 19 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. I was able to reach him by telephone at the commencement of the hearing, but he informed me that he did not wish to participate. 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 submitted an affidavit with his application stating that he had served the tenant with notice of the hearing, by e-mail, 30 March 2021. 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.

8. The landlord amended his application at the hearing and stated that he was no longer seeking an order for possession of the property. He also stated that he was now seeking an additional \$525.00 in rent for a total claim of \$1575.00.

### **Issue 1: Rent - \$1575.00**

#### **Relevant Submissions**

9. The landlord stated that he had entered into a verbal rental agreement with the tenant on 20 November 2020. The agreed rent was set at \$525.00 per month and he testified that the tenant had paid a security deposit of \$500.00.
10. The landlord stated that the tenant fell into rental arrears in 2021 and on 01 March 2021 he issued the tenant a termination notice. A copy of that notice was submitted with his application (█ #1). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent) and it had an effective termination date of 12 March 2021.
11. The landlord stated that the tenant had also issued him a 30-day termination notice on 01 March 2021. The tenant vacated the rented premises at the end of that month.
12. The landlord testified that the tenant had paid his rent for December 2020, but he received no rent for January, February or March 2021. He is seeking an order for a payment of \$1575.00 for those 3 months.

#### **Analysis**

13. I accept the landlord's testimony and evidence in this matter and I find that the tenant had only paid \$525.00 for December 2020 and that he had made no other payments to the landlord. As the tenant had use and enjoyment of the rented premises for the period between 01 January and 31 March 2021, I find that he owes the landlord rent for those 3 months.
14. As such, the landlord's claim succeeds.

**Decision**

15. The landlord’s claim for a payment of rent succeeds in the amount of \$1575.00.

**Issue 2: Security Deposit**

16. The landlord stated that the tenant had paid a security deposit of \$500.00 on 20 November 2020, the same day he paid his first month’s rent. As the landlord’s claim for rent has succeeded, he shall retain that deposit as out lined in this decision and attached order.

**Issue 3: Hearing Expenses**

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

**Summary of Decision**

18. The landlord is entitled to the following:

- a) Rent Owing .....\$1575.00
- b) Hearing Expenses.....\$20.00
- c) **LESS: Security Deposit..... (\$500.00)**
- d) Total Owing to Landlord .....\$1095.00

18 October 2021

Date

  
John R. Cook  
Residential Tenancies Tribunal