

Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0044-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:06 AM on 05 May 2021 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, participated in the hearing. He was represented at the hearing by [REDACTED] and a letter of authorization is on file.
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 \$3600.00; and
 - b. An order for a payment of \$3246.99 in compensation for damages.

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 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 them 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 sending it to him by registered mail on 08 March 2021 and also by e-mailing it to him on 05 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. [REDACTED] amended the application at the hearing and stated they were no longer seeking compensation for damages as that matter had already been adjudicated upon in a previous hearing [REDACTED]. As a result of that hearing, the landlord was authorized to retain \$422.50 of the security deposit and he was order to return the remaining \$3177.50 to the tenant.

Issue 1: Rent - \$3600.00

Relevant Submissions

9. The landlord submitted a rental agreement with his application ([REDACTED] #1) showing that he had entered into a 6-month, fixed-term lease with the tenant on 19 September 2019. The agreed rent was set at \$4800.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$3600.00.
10. The tenant vacated the unit on 19 March 2020, the date the lease expired.
11. With his application, the landlord submitted rent records showing the payments the tenant had made since he had moved into the unit ([REDACTED] #2). According to these records, the tenant paid his full amount of rent each month during this tenancy, except for the last month, when he only paid \$1200.00, leaving a balance of \$3600.00.
12. The landlord 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 only paid \$1200.00 for the last month that he resided at the unit. As such, the landlord's claim succeeds.

Decision

14. The landlord's claim for a payment of rent succeeds in the amount of \$3600.00.

Issue 2: Hearing Expenses

15. 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

16. The landlord is entitled to the following:

- a) Rent Owing\$3600.00
- b) Hearing Expenses.....\$20.00

- c) Total Owing to Landlord\$3620.00

18 October 2021

Date

