

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0082-00

Jacqueline Williams  
Adjudicator

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### Introduction

1. Hearing was called at 11:15 a.m. on 03-March-2022
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” did not attend.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and there was no phone number available to contact her at the start of the hearing. 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 (LL#01) with her application stating that she had served the tenant with notice of the hearing, by email on 14-February-2022 at 6:08 p.m. 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.
5. The landlord had applied for premises vacated and rent paid \$1,900.00. She amended her application. She stated that the sale of the house went through late 14-February-2022; the new owners own the property beginning 15-February-2022, as she is no longer the landlord, she is no longer seeking an order of possession. Also, she amended rent owing to \$1,425.00 to end her time as the landlord on 14-February-2022.

### Issues before the Tribunal

6. The landlord is seeking:
  - Rent in the amount of \$1,425.00, and;
  - Hearing expenses reimbursed \$20.00

## Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 11: Rent paid in other than money and Section 17: Record of tenant's payments.

### Issue 1: Rent \$1,425.00

#### Relevant Submissions:

9. The landlord submitted the rental agreement that she has with the tenant (LL#02). The tenant took occupancy on 01-September-2021. They have a written monthly agreement, the rental period is from the 1<sup>st</sup> day of the month to the last day. Rent is \$950.00 a month and due on the 1<sup>st</sup> day of each month. The tenant paid a \$500.00 security deposit on 20-July-2021. The landlord sold the house on 15-February-2022, she is no longer in possession of the security deposit, she has passed this on to the new home owner.
10. The landlord said she had served the tenant a termination notice 21-December-2021 for interference with peaceful enjoyment. The landlord said after she served the termination notice, the tenant no longer payed rent; however she continues to live in the unit.
11. The landlord submitted a rent ledger (LL#03) reflected below:

Date	Action	Amount	total
19-Aug-21	rent paid	-350.00	-350.00
31-Aug-21	rent paid	-400.00	-750.00
1-Sep-21	rent due	950.00	200.00
3-Sep-21	rent paid	-200.00	0.00
1-Oct-21	rent due	950.00	950.00
4-Oct-21	rent paid	-400.00	550.00
8-Oct-21	rent paid	-176.22	373.78
8-Oct-21	rent paid in paint supplies and painting	-373.78	0.00
1-Nov-21	rent due	950.00	950.00
5-Nov-21	rent paid	-950.00	0.00
1-Dec-21	rent due	950.00	950.00
7-Dec-21	rent paid	-950.00	0.00
1-Jan-21	rent due	950.00	950.00
1-Feb-21	01-14 February daily rate	437.22	1387.22

Daily rate \$950 x 12 months = \$11,400 divided by 365 days = \$31.23 a day x 14 days = \$437.22

## Analysis

12. Non-payment of rent is a violation of the rental agreement. The tenant shall pay the landlord \$1,387.22 for rent.

## Decision

13. The landlord's claim for rent succeeds in the amount of \$1,387.22.

## Issue 2: Hearing expenses reimbursed \$20.00

14. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#04) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

## Summary of Decision

15. The tenant shall pay the landlord for rent \$1,387.22 and hearing expenses of \$20.00 for a total of \$1,407.22.

March 8, 2022

Date

