

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0307-05

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 1:15 pm on 25 October 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 \$4580.00; and
  - b. An order for vacant possession of the rented premises.

### 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 is section 19 of the *Residential Tenancies Act, 2018* and rule 29 of the Rules of the Supreme Court, 1986.

### Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach her 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 a 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 with her application stating that she had served the tenant with notice of the hearing, by e-mail, on 12 August 2021, and a copy of that e-mail was also 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 her absence.

7. The landlord amended her application at the hearing and he stated that he was no longer seeking an order for possession of the property as the tenant vacated on 20 July 2021.

### **Issue 1: Rent - \$4580.00**

#### **Relevant Submissions**

8. The landlord stated that she had entered into a 1-year, fixed-term lease with the tenant on 15 September 2020, and an executed copy of the rental agreement was submitted with the landlord's application. The agreed rent was set at \$2250.00 per month, due on the 15<sup>th</sup> day of each month, and it is acknowledged in the lease that the tenant had paid a security deposit of 500.00.
9. The landlord stated that the tenant fell into rental arrears in April 2021, and on 06 July 2021, the landlord issued the tenant a termination notice, a copy of which was submitted with her application. 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 17 July 2021. The landlord stated that the tenant vacated on 20 July 2021.
10. The landlord stated that the tenant failed to pay her rent for the rental period beginning 15 April 2021, and since then she has only received 3 partial payments, totalling \$2170.00: \$700.00 on 20 May 2022, \$920.00 on 02 June 2021 and \$550.00 on 18 June 2022. The landlord stated that for the 3 rental periods beginning 15 April, 15 May and 15 June 2022 the tenant ought to have paid her \$6750.00, and she calculates that the tenant still owes her \$4580.00.

#### **Analysis**

11. I accept the landlord's testimony in this matter, and I agree with her that the tenant owes \$4580.00 for the rental period ending 14 July 2022 (3 rental periods x \$2250.00 per period = \$6750.00, less the 3 payments totalling \$2170.00).

#### **Decision**

12. The landlord's claim for a payment of rent succeeds in the amount of \$4580.00.

**Issue 2: Security Deposit**

13. The landlord stated that the tenant had paid a security deposit of \$500.00 on 11 September 2020, and receipt of that deposit is acknowledged in the submitted lease. As the landlord's claim has been successful, he shall retain that deposit as outlined in this decision and attached order.

**Summary of Decision**

14. The landlord is entitled to the following:

- a) Rent Owing .....\$4580.00
- b) LESS: Security Deposit..... (\$500.00)
- c) Total Owing to Landlord .....\$4080.00

08 August 2022

\_\_\_\_\_  
Date

