

Residential Tenancies Tribunal

Decision 20-0032-04

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:34 am on 22 February 2021 via teleconference.
2. The applicant, [REDACTED], was represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate.

Issues before the Tribunal

3. The landlord is seeking an order for a payment of rent in the amount of \$2327.79.

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 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 with her application stating that the tenant was served with notice of the hearing by registered mail

and the associated tracking history shows that that the tenant signed for the notice on 11 December 2020. The tenant has had 72 days to provide a response. 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.

Issue 1: Rent - \$2327.79

Relevant Submissions

7. The landlord stated that she had entered into a monthly rental agreement with the tenant commencing 20 October 2007 and a copy of that agreement was submitted with her application (█ #1). In 2019 and 2020, the rent was set at \$619.00 per month.
8. The tenant vacated the unit on 22 January 2020.
9. With her application the landlord submitted rent records showing the payments the tenant had made since May 2019 (█ #2). According to those records, the tenant had a zero-balance on 09 May 2019, but for the next 5 months she made no payments at all, bringing her to a balance of \$3095.00. The tenant made a payment of \$450.00 on 09 October 2019 reducing the balance to \$2645.00 for the period ending 31 October 2019.
10. According to the landlord's records, no payments were made after October 2019, though the tenant was able to receive 9 abatements based on the landlord's rent-to-income policy. With those abatements, and with a pro-rated adjustment for January 2020, the records show that the tenant owes \$2327.79 up to 22 January 2020.
11. The landlord is seeking an order for a payment of rent in that amount.

Analysis

12. I accept the landlord's claim that the tenant has not paid rent as required and her records show that the tenant is currently in arrears in the amount of \$2327.79. As such, her claim succeeds.

Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$2327.79.

Issue 2: Hearing Expenses

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

Summary of Decision

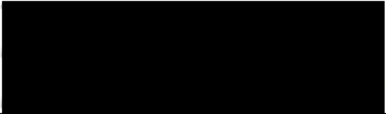
15. The landlord is entitled to the following:

- a) Rent Owing\$2327.79
- b) Hearing Expenses.....\$20.00

- c) Total Owing to Landlord\$2347.79

18 May 2021

Date



John R. Cook
Residential Tenancies Tribunal