

## Residential Tenancies Tribunal

Decision 20-0304-05

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:03 am on 19 October 2020 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
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 an order for a payment of rent in the amount of \$3000.00.

### 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 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 from the hearing room. 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 testified that he had served the tenant, by e-mail, on 25 August 2020, and a copy of that e-mail was submitted with her application. The tenant has had 54 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.

7. The landlord amended her application at the hearing and stated that she was now seeking a total of \$2925.00 in rent.

### **Issue 1: Rent - \$2925.00**

#### **Relevant Submissions**

8. The landlord stated that she had entered into a 1-year, fixed-term rental agreement with the tenant on 22 December 2019 and a copy of the executed lease was submitted with her application. The agreed rent was set at \$900.00 and it is acknowledged in the lease that the tenant had paid a security deposit of \$675.00.
9. The landlord stated that at the end of July 2020 the tenant informed her that she was terminating their agreement and she vacated on 28 August 2020.
10. The landlord submitted rent records with her application showing the payments she had received from the tenant since she moved in. These records show that the tenant paid the required \$900.00 in rent for January, February and March 2020. They also show that she had paid \$300.00 on 29 May 2020 and another \$300.00 on 01 July 2020. The landlord also testified that the tenant paid \$300.00 on 07 August 2020. Those 3, \$300.00 payments covered the rent for April 2020.
11. The landlord is seeking an order for the remaining rent that is owing for the period from 01 May to 31 August 2020.

#### **Analysis**

12. I accept the landlord's testimony and evidence in this matter and I agree with her that the tenant had not paid her rent as required for the last 4 months of her tenancy.
13. I calculate that the landlord is entitled to a payment of \$3600.00 (\$900.00 per month x 4 months).

#### **Decision**

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

**Issue 2: Security Deposit**

15. The landlord stated that the tenant had paid a security deposit of \$675.00 on 23 December 2019, and receipt of that deposit is acknowledged in the submitted lease. As the landlord's claim has been successful, she shall retain that deposit as outlined in this decision and attached order.

**Issue 3: Hearing Expenses**


16. 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**

17. The landlord is entitled to the following:

- a) Rent Owing .....\$3600.00
- b) Hearing Expenses.....\$20.00
- c) **LESS: Security Deposit..... (\$675.00)**
- d) Total Owing to Landlord .....\$2945.00

12 February 2021  
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Date

  
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John R. Cook  
Residential Tenancies Tribunal