

Residential Tenancies Tribunal

Application 2025-0786-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-September-2025 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via 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 I was unable to reach them by telephone 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 they have been properly served. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing by registered mail on 03-September-2025 at 1:10 pm. Proof of service was also provided. Checking the tracking number provided ([REDACTED]) showed that a card was delivered with instructions on how the package could be picked up, but it never was. 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 their absence.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

Issue 1: Unpaid Rent

- 7. The landlord seeks unpaid rent in the amount of \$7015.00. A rental ledger was provided in support of this (LL#3).
- 8. I accept the landlord's uncontradicted testimony.
- 9. The \$7015.00 total includes the full monthly rent of \$445.00 for the current month of September 2025. This tribunal does not deal in future rent and will therefore not award rent for days that have not yet come to pass. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In the present case, the daily rate is $\$445.00/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$14.63/\text{day}$. Calculated to the date of the hearing, the total rent owing for September 2025 is therefore \$336.49. The total rent owing is \$6906.49.
- 10. The landlord's claim for unpaid rent succeeds in the amount of \$6906.49.

Decision

- 11. The landlord's claim for unpaid rent succeeds in the amount of \$6906.49.
- 12. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

Summary of Decision

- 13. The tenant shall pay to the tenant \$6926.49 as follows:

Unpaid Rent.....	\$6906.49
Application Fee.....	\$20.00
Total.....	\$6926.49

26-September-2025
Date



Seren Cahill
Residential Tenancies Office