

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 19-346-05

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 1:10 pm on 06 June 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as [REDACTED] and [REDACTED], respectively, participated in the hearing.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, also participated. He was represented by [REDACTED] from the law firm [REDACTED].

### Issues before the Tribunal

4. The landlords are seeking the following:
  - An order for compensation for damages in the amount of \$7202.49;
  - An order for a payment of utilities in the amount of \$396.92; and
  - An order for compensation for inconvenience in the amount of \$8000.00.

### Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this decision is policy 9-3: Claims for Damage to Rental Premises.

## Issue 1: Compensation for damages - \$7202.49

### Relevant Submissions

#### The Landlords' Position

7. The landlords and the tenant entered into a 5-month, fixed-term rental agreement commencing 13 November 2018 and a copy of the executed lease was submitted with the landlord's application (█ #1). The agreed rent was set at \$1600.00 per month and it is acknowledged in the lease that the tenant had paid a security deposit of \$800.00.
8. With the mutual consent of both parties, the tenancy ended on 06 April 2019 and the tenant vacated on that date.
9. The landlords stated that the tenant had conducted a walkthrough of the unit before he moved in but no written inspection report was compiled at that time. No inspection was carried out when the tenancy ended, either.
10. The landlords were out of town when the tenancy ended and they stated that when they regained possession of the rental unit they discovered that the tenant had caused significant damages to their property. With their application, the landlords submitted the following breakdown of the costs to carry out repairs

• Damaged sofa .....	\$1500.00
• Damaged HRV .....	\$483.00
• Damaged toaster .....	\$40.00
• Damaged clothes drying rack .....	\$75.00
• Damaged bathroom countertop .....	\$500.00
• Damaged clothes washer .....	\$977.49
• Damaged refrigerator .....	\$2294.00
• Missing and damaged towels .....	\$60.00
• Repair handrail and weather-stripping .....	\$253.00
• Repair damaged hardwood floor .....	\$920.00
• Damaged TV table.....	\$100.00
 Total .....	 <u>\$7202.49</u>

#### Damaged Sofa

11. The landlords stated that the rental unit was furnished with a sofa and chair when the tenant moved in. █ stated that the sofa was maybe 6 years of age when the tenant moved in and she described its condition as "like new".
12. █ submitted a photograph at the hearing showing the arm of the sofa and pointed to a stain that he found there after the tenant had moved out. He stated that his cleaner tried to clean the sofa but was unable to remove this stain. He stated that the stain is likely caused by wax or paraffin.

13. ■ stated that the sofa forms part of a set and she stated that since she has to replace the sofa, she will also have to replace the whole set at the same time to ensure that her furniture matches.
14. The landlords are seeking \$1500.00 for the replacement costs of the sofa. The sofa has not yet been replaced and no receipt or written estimate was submitted at the hearing.

#### Damaged HRV

15. ■ stated that the rental unit is equipped with a HRV system and he claimed that it was the same age as the house: 5 years old. ■ stated that he gave instructions to the tenant on how to operate the HRV system when he moved into the unit and he specifically instructed him to not allow snow into the intakes.
16. ■ testified that when he regained possession of the rental unit he noticed that the HRV system was turned off and when he turned it back on, it would not function.
17. ■ stated that it was determined that the motor in the HRV system had burnt out and the landlords had it replaced. ■ submitted an invoice at the hearing showing that the landlords were charged \$460.00.
18. ■ stated that the technicians who replaced the motor told him that the motor may have burnt out as result of an electrical issue in the house or it may have become damaged by the tenant allowing snow into the intake.

#### Damaged Toaster

19. ■ stated that the rental unit was furnished with a toaster when he moved in and she stated that it was approximately 1 year old.
20. ■ submitted a photograph of the toaster which he stated that taken after the tenant moved out and he pointed out that one side of the toaster is not working. She suggested that the tenant may have tried to force down that side of the toaster and broke it.
21. ■ stated that that toaster has now been replaced and the landlords are seeking \$40.00 in compensation. No receipt was submitted at the hearing.

#### Damaged Clothes Drying Rack

22. The landlords supplied the tenant with a clothes drying rack for his use during this tenancy and they submitted a photograph (■ #6) showing that it was now broken. ■ speculated that it had been forced leading to the observed damaged.

23. ■ said the rack was probably 5 years old and she had purchased it for \$45.00. ■ submitted a photograph showing of a similar rack in a hardware store and it retails for \$59.98. The landlords are seeking \$75.00 in compensation. A replacement rack has not yet been purchased.

#### Damaged Bathroom Countertop

24. ■ submitted a photograph at the hearing (■#6) showing a knife poked between the bathroom sink and countertop. He stated that after the tenant moved out he discovered that there is a 3/16ths of an inch gap between the sink and the countertop and he cannot get the sink to sit flush on the countertop.
25. ■ stated that this countertop was 5 years of age and was in good condition when the tenant moved in. He speculated that this damage was either caused by the tenant allowing water to pool on the countertop or by someone bouncing on it.
26. ■ stated that the whole countertop now needs to be replaced and he is seeking \$500.00 in compensation. No receipts or quotes were submitted at the hearing.

#### Damaged Clothes Washer

27. ■ stated that he found the washing machine moved into a corner in the basement and he claimed that it was no longer working and had to be replaced. He suspected that the tenant had been overloading the washing machine and it had been bouncing around causing damage to the drum.
28. ■ stated that he disposed of that washer and purchased a new one. No receipt was submitted at the hearing and no photographs showing that there was any damage to the washing machine. A photograph was submitted at the hearing (■#8) showing the space where the washer had been and ■ pointed out that there is black grease or oil in that area which came from the washing machine.
29. ■ stated that the washing machine was approximately 10 years of age.

#### Damaged Refrigerator

30. ■ stated that there is a dent in the refrigerator door and he submitted photographs showing that dent at the hearing. ■ speculated that the damage was caused by horseplay.
31. ■ stated that the refrigerator was 5 years of age and the landlords had initially paid \$2200.00 for it. The refrigerator has not been repaired or replaced, but the landlords submitted screenshots from a website showing that similar refrigerators can cost \$1898.00 and \$2498.00.

### Missing and Damaged Towels

32. ■ stated that she had left behind towels at the rental unit, some of which were for the tenant's use and others that she did not want the tenant to use. She stated that she had been given assurances by the tenant that he would not be using the en suite bathroom and she therefore placed the towels that were not to be used in that room.
33. She claimed that when she regained possession of the property she found that the towels were in disarray and the towels that were intended to be displayed only had been used by the tenant and had been destroyed. No photographs were submitted at the hearing showing the condition of the towels.
34. The landlords are seeking \$60.00 in compensation for the costs of the damaged towels. No receipts or estimates were submitted at the hearing.

### Repair Handrail and Weather-Stripping

35. ■ submitted a photograph (■ #12) showing that the handrail had been pulled away from the wall. ■ also complained that the wall in that area is stained and needs to be repainted but she acknowledged that the stain cannot be seen in the photograph.
36. ■ also pointed to a photograph (■ #5) showing that there was a crack in the weather stripping on the bottom of the main entrance door. He speculated that this damage was caused by the tenant either kicking or banging the door.
37. The landlords had the handrail and weather-stripping repaired by the same contractor and they submitted a copy of an invoice showing that they were charged \$253.00 to have those 2 items repaired.

### Damaged Hardwood Floor

38. ■ submitted a photograph (■ #14) showing the hardwood floors in the living area after the landlords had regained possession of the unit and he pointed out that there was some buckling in the flooring. That buckling was the result of the floor boards being exposed to water. There was also evidence of water damage on the ceiling in the area directly below the damaged floor (■ #18).
39. The landlords had a contractor tear out the damage floor boards and reinstall new ones and photographs of that work were also submitted at the hearing (■ #15, #17). They also submitted a copy of an invoice (■ #19) showing that they were charged \$920.00 to have the floors repaired and the ceiling tiles replaced.
40. ■ stated that she did not know what caused the water damage but stated that she was eager to find out. She stated that a mini split heat pump was installed in the unit in August 2018, in the area just above where the water damage was discovered, but she claimed that the water has not come from that device.

41. She stated that the pump had been inspected and it was noted that there was a small trickle of water running down the wall, but not enough to cause the damage to the floors as had happened during this tenancy.
42. ■ stated that she has no confidence in the heat pump and she stated that she is afraid to leave the unit unattended as she fears it may happen again.

#### Damaged TV Table

43. The landlords submitted a photograph showing a TV table (■ #3) and ■ pointed out that the glass top of the table has blotches of a substance which he claimed was paraffin-like. ■ also complained that the spring which holds together the legs of the table is missing.
44. The landlords are seeking \$100.00 for the replacement costs of the table. ■ stated that it was 5 years old and was like new when the tenancy began. She also stated that she thinks she paid \$69.00 for it 5 years ago.
45. The table has been subsequently cleaned but ■ stated that it no longer in the same condition as it was when the tenancy began.

#### The Tenant's Position

##### Damaged Sofa

46. The tenant stated that he did not know what had happened to the sofa and testified that he was unaware of any stain on its arm. He stated that he did not eat meals on the sofa and claimed that there was a cover on the sofa during his tenancy.
47. The landlords' photograph of the sofa was taken before it had been cleaned and the tenant's representative pointed out that no evidence was submitted showing the condition of the sofa after it had been cleaned. He submitted into evidence a photograph of the sofa which was taken from a real estate listing website (■ #1) and pointed out that no stain is visible in that photograph.
48. The tenant's representative pointed out that some cleaning was required after the tenant had moved out and the tenant did take responsibility for his failure to properly clean the unit. He stated that the tenant sent to the landlords \$150.00 for the costs of cleaning the rental unit and that payment was accepted by the landlords. He argued that even if there was some dirt or soiling on the sofa, that payment he made to landlord was meant to cover any cleaning that was required, including the sofa. If the landlords did not think that the \$150.00 payment was enough, they ought to have demanded more money at the time or refused the payment.

### Damaged HRV

49. The tenant stated that he had no indication that the HRV was not working when he vacated the property.
50. He testified that he followed the landlords' instructions on the operation of the HRV system during his tenancy. He stated that when it snowed he would turn the system off and he would even shovel around the intakes to ensure that no snow got into the system.
51. The tenant's representative argued that the landlords had not presented any credible evidence showing that the tenant had damaged the HRV system.

### Damaged Toaster

52. The tenant stated that he did not use the toaster during his tenancy and he testified that he was not aware that it was broken.
53. The tenant's representative pointed out that the landlords had presented no evidence to establish that the toaster was working when he moved in.
54. He also argued that even if it is determined that the toaster did become damaged during this tenancy, that damage was not done deliberately or through any negligent act and would rather have been the result of normal wear and tear.

### Clothes Drying Rack

55. The tenant stated that he used the drying rack just about every day at the rental unit as he did not use the clothes dryer. He denied that he had damaged the drying rack and claimed it was in perfect condition the last time he saw.
56. He testified that during the last week of the tenancy he was feeling unwell and he had a friend of his go to the rental unit to put the drying rack away. His friend informed him that the rack "was a bugger to put away" and the tenant conceded that the rack may have become damaged then.

### Damaged Bathroom Countertop

57. The tenant stated that he was unaware of any damage to the countertop and he characterized this portion of the landlords' claim as "ridiculous".
58. He testified that he used the countertop and sink in a normal way and he did not lean or sit on it.
59. He also stated that he had not inspected the countertop when he moved in to see whether there was a 3/16ths of an inch gap between it and the sink.

### Damaged Washing Machine

60. The tenant stated that the washing machine was working throughout his tenancy and was working when he moved out.
61. He testified that he did not move the washing machine at any point during his tenancy and he claimed that he never overloaded the washing machine.
62. The tenant also stated that he was not aware that there was any grease or oil under the washing machine and he did not look under the washing machine when he moved into the unit or when he moved out.

#### Damaged Refrigerator

63. The tenant stated that he knew nothing about a dent in the refrigerator. He stated that he did not cause any dent in the refrigerator and did not notice any damage to the refrigerator door during his tenancy.

#### Missing and Damaged Towels

64. The tenant testified that he was given no instructions concerning the towels and he stated that he was not told that some of the towels had sentimental value or that they were for display only.
65. Concerning the condition of the towels, the tenant claimed that some were in good condition when he moved in and some less so. He denied that he had caused any damage to the towels during his tenancy.

#### Repair Handrail and Weather-Stripping

66. The tenant testified that the handrail was already loose when he moved into the rental unit. He stated that he left the handrail alone and did not try to repair it during his tenancy.
67. Regarding the weather-stripping, the tenant stated that he was wholly unaware as to whether that item was damaged when he moved in and he claimed that he did not notice whether there was any damage to it during his tenancy.
68. The tenant's representative pointed out that [REDACTED] speculation about how the weather-stripping came to be damaged cannot be used as evidence as he did not witness anyone kicking or banging the door. When questioned, the tenant denied that he had misused the door.

#### Damaged Hardwood Floor

69. The tenant stated that he was unaware of any damage caused to the hardwood floor and his representative pointed out that the landlords' photograph ([REDACTED] #14) shows that there was a rug covering the damaged area. He also pointed out that



there were no photographs submitted at the hearing showing the condition of the floor before the tenant moved in.

70. The tenant stated that he had set the heat pump to 18°C throughout the tenancy and he had only turned it off on 2 occasions. The first time was in January 2019 after he had heard a dripping sound in the walls. He stated that he noticed that the ceiling tiles in the downstairs are were wet and he removed the tiles to inspect where the water was coming from. He stated that he saw no evidence of a leaking pipe and when he turned the heat pump off, the dripping stopped.
71. The tenant stated that he had informed [REDACTED] about that matter by telephone. He testified that he told the landlord that the ceiling tiles were discoloured because of dripping water and when he turned the heat pump off, the dripping stopped.
72. The tenant stated that he turned the heat pump off once more in February 2019 when he again heard a dripping sound. He stated that it remained on and set at 18°C through to April 2019 when he vacated the unit.

#### Damaged TV Table

73. The tenant made no comments on the table. His representative pointed out that no photographs were submitted showing the table after it had been cleaned. He also pointed out that there was no evidence presented at the hearing showing that there was any spring on the table when the tenant moved in.

#### **Analysis**

74. Under Section 10.(1)2. of the *Residential Tenancies Act, 2018* the tenant is responsible to keep the premises clean and to repair any damage caused by a willful or negligent act.

2. Obligation of the Tenant - The tenant shall keep the residential premises clean, and shall repair damage caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.

Accordingly, in any damage claim, the applicant is required to show:

- That the damage exists;
- That the respondent is responsible for the damage, through a willful or negligent act;
- The value to repair or replace the damaged item(s)

In accordance with Residential Tenancies policy 9-3, the adjudicator must consider depreciation when determining the value of damaged property. Life expectancy of property is covered in Residential tenancies policy 9-6.

Under Section 47 of the *Act*, the director has the authority to require the tenant to compensate the landlord for loss suffered or expense incurred as a result of a contravention or breach of the *Act* or the rental agreement.

***Order of director***

***47. (1) After hearing an application the director may make an order***

*(a) determining the rights and obligations of a landlord and tenant;*

*(b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord;*

*(c) requiring a landlord or tenant who has contravened an obligation of a rental agreement to comply with or perform the obligation;*

*(d) requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the rental agreement;*

75. With respect to the sofa, I find that the landlords' claim for its replacement cost does not succeed. No evidence was submitted to the Board establishing that a new sofa costs \$1500.00 and the landlords failed to establish the condition of the sofa when the tenant moved in as there was no report on an incoming inspection. In that respect, the landlords have not established that the tenant caused this damage during this tenancy and it is possible that the stain was already there when he moved in. In any case, I was not convinced that the sofa needs to be replaced and it would probably be less costly to have it cleaned by an upholstery company.
76. Regarding the HRV motor, I accept the landlords' evidence which shows that they had it replaced after the tenant moved out. However, not enough evidence was presented to establish that the tenant was responsible for the motor burning out through any deliberate or negligent act. No evidence was presented at the hearing establishing that the tenant had allowed snow into the intakes and no evidence was presented establishing that that was the cause of the motor burning out.
77. I likewise find that the landlords are not entitled to the costs of replacing the toaster. No evidence was submitted at the hearing showing that a replacement toaster costs \$40.00, no evidence was presented showing that the toaster was fully functioning when the tenancy began (e.g., a condition report) and no evidence was presented to establish that the toaster was damaged deliberately or through any deliberate act on the part of the tenant.
78. With respect to the drying rack, it's probable that the rack was damaged by the tenant's friend during the last week of the tenancy. Accordingly, I find that the

landlords are entitled to the costs of replacing that rack. Given that the rack was 5 years old and that the landlords had initially paid \$45.00 for it, I find that they are entitled to a depreciated award of \$30.00.

79. With respect to the bathroom countertop, I find that the landlords have not presented enough evidence to justify an award. I cannot discern any damage in the submitted photograph and there was no evidence submitted at the hearing (e.g., a condition report) showing the condition of that countertop when the tenancy began. I was also not convinced that the countertop needs to be replaced and the landlords presented no evidence to the Board to corroborate their claim that it would cost \$500.00.
80. Regarding the washing machine, I likewise find that the landlords' claim fails. No evidence was presented at the hearing showing that the washing machine was damaged and no evidence establishing that the tenant had done anything to damage it. ■ acknowledged that he was merely speculating when he claimed that the tenant had overloaded the washing machine. Additionally, the landlords submitted no evidence at the hearing showing the costs of replacement.
81. I likewise find that the landlords are not entitled to the costs of replacing the refrigerator. I can't discern any damage in the photographs submitted at the hearing and there was no report of an incoming or outgoing inspection establishing that the refrigerator was in any different condition when the tenancy ended than it was when it began. But even if there is a minor dent on the refrigerator door (I can't see it), it doesn't follow that the refrigerator has to be replaced.
82. There was also no evidence submitted at the hearing showing that the tenant had caused any damage to the landlords' towels and no evidence showing that it would cost \$60.00 to replace those towels. Hence, that claim also fails.
83. Regarding the handrail and the weather-stripping, the tenant denied that he had caused this damage and the landlords presented no evidence (e.g., an incoming condition report) showing that this damage occurred during this tenancy.
84. With respect to the water damage, I accept the landlords' evidence which shows that there was damage caused to the floor boards and to the ceiling underneath that area. I also accept their claim that the landlords were charged \$920.00 to have that damage repaired. I was not convinced, however, that this damage was caused by any deliberate or negligent act on the part of the tenant and it seems more likely to me that the damage is the result of a malfunctioning heat pump. No evidence was presented establishing that the tenant had been misusing that heat pump and according to his testimony, he informed ■ about the matter back in January 2019. Some of this damage could probably have been mitigated if the matter had been addressed at that time.
85. Regarding the TV table, the photograph submitted by the landlords does show that the top of the table is dirty and I find that the tenant is responsible for the

costs of having it cleaned. As tenant already paid the landlords \$150.00 for cleaning, I find that this matter has therefore been disposed of prior to the filing of this application. Not enough evidence was presented to establish that the table needed to be replaced or to establish the replacement costs.

## Decision

86. The landlords are entitled to the following in compensation for damages:

- Drying rack ..... \$30.00
- Total ..... \$30.00

## Issue 2: Utilities - \$396.92

### Relevant Submissions

#### The Landlords' Position

87. ■ stated that the rental unit is just 5 years old and it is well insulated. He stated that during the time that he lived at the unit the costs for electricity never exceeded \$400.00 per month.
88. Before the tenant moved in the landlords stated that they had received assurances from the tenant that as he would be living at the unit alone and as he would be working long hours away from the unit the costs of the electricity should remain low.
89. At the hearing, they submitted a bill (■ #20) they had received from Newfoundland Power showing that they were charged \$760.07 for the period from 16 January to 15 February 2019. ■ stated that he was surprised by this bill and he contacted the tenant to inquire as to whether he had been doing anything out of the ordinary at the unit. He also sent his neighbour to the unit to carry out an inspection.
90. ■ speculated that the tenant had been using some sort of electrical device at the unit to cause that spike in the bill and he stated that he had discovered 2 UK electrical cords at the unit after the tenant had moved out.
91. The landlords are seeking \$396.92 as reimbursement for the excess electrical costs they had to pay during this period.

#### The Tenant's Position

92. The tenant's representative pointed to section 7 of the submitted rental agreement (■ #1) which states that the costs of electricity are included in the rent paid by the tenant. He also stated that the landlords have produced no other

contract which shows that the tenant is responsible for paying for the electricity costs if they go over \$400.00.

93. The tenant also denied that he had had any conversation or had entered into any verbal agreement with the landlords whereby he would pay to them any electrical costs over \$400.00.
94. He also stated that he had not been using any electrical devices during this period in any manner that was different from any other month and he chalked up the increased electrical consumption to the costs of heating the rental unit as it was particularly cold during that period.

### **Analysis**

95. No evidence was presented at the hearing establishing that the tenant had agreed that he would pay to the landlords any money for the costs of electricity if their bills exceeded \$400.00.
96. The rental agreement submitted at the hearing shows that the cost of electricity was included in the rent paid by the tenant. Nothing in that agreement states that there is a cap or limit to the amount of electricity that tenant is permitted to use. Hence, the landlords' claim does not succeed.

### **Decision**

97. The landlords' claim for a payment of utilities does not succeed.

### **Issue 3: Compensation for Inconvenience - \$8000.00**

#### **Relevant Submissions**

##### The Landlords' Position

98. ■■■ and ■■■ stated that they were inconvenienced as a result of the damages that the tenant had caused to the rental unit and they are seeking compensation in the amount of \$4000.00 each for 80 hours of their labour, calculated at a rate of \$50.00 per hour.
99. According to a submitted statement (■■■ #21), the landlords were inconvenienced in that they had to assess the damages at the rental unit, they had to meet with contractors, they had to visit hardware stores for materials and they had to oversee the contractor's work.

##### The Tenant's Position

100. The tenant's representative questioned how the landlords had determined that they are entitled to \$50.00 per hour for their labour. He also pointed out that they

had not submitted any breakdown showing what they had specifically been doing during those 80 hours.

101. The tenant's representative also directed my attention to section 47.(1)(h) of the *Residential Tenancies Act, 2018*, which states:

***Order of director***

***47. (1) After hearing an application the director may make an order***

...

*(h) directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent*

102. The tenant's representative argued that although the Director may make an order with respect to compensation for inconvenience, such an order can only be made against a landlord where a tenant has suffered compensation. The *Act* does not give the Director the authority to compensate a landlord for any inconvenience she may have suffered.
103. He argued, therefore, that the landlords' claim here cannot succeed as it is "not sustainable by law". He stated that even if I believed that the landlords had been inconvenienced as a result of the actions of the tenant, I am prevented by the legislation from issuing any compensation.

**Analysis**

104. I agree with the tenant's representative in this matter and I find that I do not have the authority to issue an order in favour of a landlord for compensation for inconvenience.
105. In s. 47 of the *Residential Tenancies Act, 2018*, there is a symmetry in most of the remedies the Director may order. For instance, if a subsection allows the Director to order a landlord to return to the tenant possessions that have been taken in contravention of the *Act*, the Director is also granted, in another subsection, the authority to order a tenant to return the landlord's possessions. If the Director is granted the authority to order a landlord to comply with the rental agreement or the *Act*, she is also granted the authority to order the tenant to comply as well.
106. The tenant's representative is right to point out, though, that although the Director has the authority to order a landlord to pay to a tenant an amount in compensation for inconvenience, there does not exist a corresponding subsection granting the Director the authority to order the converse. Given the symmetry in all of the other subsections, this omission must have been deliberate

when the legislation was drafted. For that reason, the landlords' claim for compensation for damages does not succeed.

107. And in any case, even if I am wrong in that matter, as I have found that the tenant cannot be held responsible for the bulk of the damages that the landlords had claimed, I would also have found that he cannot be held responsible for the inconvenience they have outlined here.

**Decision**

108. The landlords' claim for compensation for inconvenience does not succeed.

**Issue 4: Security Deposit**

109. The tenant paid a security deposit of \$800.00 on 21 November 2018 and receipt of that deposit is acknowledged in the submitted rental agreement. As the landlords' claim for compensation for damages has partially succeeded, they shall retain \$30.00 of that deposit and return the remaining \$770.00 to the tenant.

**Summary of Decision**

110. The tenant is entitled to the following:

- a) Refund of Security Deposit ..... \$800.00
- b) LESS: Compensation for Damages ..... (\$30.00)
- Total Owing to Tenant ..... \$770.00

01 October 2019

Date



Jo  
Residential Tenancies Tribunal