

## Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0036-03

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:15 AM on 17 November 2022 via teleconference.
2. The applicant, Regency [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as “the landlord”. The respondent, [REDACTED] hereinafter referred to as “the tenant”, was not in attendance.

### Issues before the Tribunal

3. The landlord is seeking the following:
  - An order for a payment of rent in the amount of \$750.00, and
  - An order for a payment of \$125.00 in compensation for damages.

### 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 decision is policy 9-3: Claims for Damage to Rental Premises.

### 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. With her application, the landlord submitted an affidavit stating that the tenant had been served with the application, by registered mail, and the associated tracking history shows that it was delivered on 24 August 2021. 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 - \$750.00**

### **Relevant Submissions**

7. The landlord stated that she had entered into a month-to-month rental agreement with the tenant on 01 September 2020, and a copy of that executed agreement was submitted with her application. The agreed rent was set at \$750.00 per month and it is acknowledged in the rental agreement that the tenant had paid a security deposit of \$563.00.
8. On 08 June 2021, the landlord issued the tenant a termination notice, and a copy of that notice 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 18 June 2021. The tenant vacated on that date.
9. The landlord submitted rent records with her application showing the payments the tenant had made since she moved into the unit. According to these records, the tenant's rent was paid and up-to-date for the period ending 31 May 2021, but she pointed out that no rent was paid for June 2021.
10. The landlord is seeking an order for a payment of \$750.00 for that last month of her tenancy.

### **Analysis**

11. I accept the testimony of the landlord in this matter and based on her records, the tenant owes her \$750.00 for the rent for June 2021. As such, the landlord's claim succeeds.

### **Decision**

12. The landlord's claim for a payment of rent succeeds in the amount of \$750.00.

## **Issue 2: Compensation for Damages - \$125.00**

### **Relevant Submissions**

13. The landlord stated that after the tenant moved out she had to spend 30 minutes cleaning the areas under the stove and refrigerator.
14. She also complained that the tenant had put approximately 30 screw holes into the walls throughout the apartment, and that each had to be plastered, sanded and then touched up with paint. She testified that all of the holes were significantly larger than what one would find from normal picture hangers. She stated that it took her 4 hours to complete that work and according to her submitted ledger, she spent \$35.00 on materials. No receipts or photographs were submitted with the landlord's application.

### **Analysis**

15. I accept the landlord's testimony that some minor cleaning was required at the unit and that she had to repair some holes in the walls. No photographs were submitted by the landlord showing the extent of that damage, though, and I am therefore unable to make an accurate determination as to whether 4 hours of repair work was necessary. The landlord also submitted no receipt for the costs of the materials she claimed that she had purchased.
16. With that in mind, I find that the landlord is entitled to compensation for 2 hours of her personal labour to clean and repair the apartment. Policy with this Section is that a landlord may claim up to \$21.20 per hour for their personal labour, so her claim succeeds in the amount of \$42.40.

### **Decision**

17. The landlord's claim for compensation for damage succeeds in the amount of \$42.40.

### **Issue 3: Security Deposit**

18. The tenant paid a security deposit of \$563.00 on 20 August 2020 and receipt of that deposit is acknowledged in the submitted rental agreement. As the landlord's claim has been successful, the landlord shall retain that deposit as outlined in this decision and attached order.

### **Issue 4: Hearing Expenses**

19. The landlord submitted a hearing expense claim form with her application, along with a receipt for \$20.00 for the costs of filing this application, a receipt for \$13.44 for the costs of sending the application to the tenant by registered mail, and a receipt for \$20.00 for the costs of having a commissioner notarize her affidavit of service.

20. Policy with this Section is that where a party receives an award, their hearing expenses will be awarded also. However, the costs of having a commissioner notarize an affidavit is not a claimable expense as commissioners are not permitted to charge such fees. As such, the landlord's claim succeeds in the amount of \$33.44.

**Summary of Decision**

21. The landlord is entitled to the following:

a) Rent Owing .....	\$750.00
b) Compensation for Damages .....	\$42.40
c) Hearing Expenses .....	\$33.44
d) LESS: Security Deposit.....	(\$563.00)
e) Total Owing to Landlord.....	<u>\$262.84</u>

26 September 2022

\_\_\_\_\_  
Date

