

## Residential Tenancies Tribunal

Decision 21-0155-05

John R. Cook  
Adjudicator

---

### Introduction

1. The hearing was called at 9:15 AM on 16 September 2021 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondents, [REDACTED], hereinafter referred to as “the tenants”, did not participate.

### Issues before the Tribunal

3. The landlord is seeking the following:
  - An order for a payment of rent in the amount of \$1450.00,
  - An order for a payment of late fees in the amount of \$75.00,
  - An order for a payment of utilities in the amount of \$78.19, and
  - An order for a payment of “other” expenses in the amount of \$667.65.

### 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 18 of the *Residential Tenancies Act, 2018* and rule 29 of the Rules of the Supreme Court, 1986.

### Preliminary Matters

6. The tenants were not present or represented at the hearing and I was unable to reach them 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 a respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents' absence so long as they have been properly served. The landlord submitted affidavits with his application stating that the tenants was served with notice of the hearing, by e-mail, on 13 April 2021, and a copy of that e-mail was submitted with his application. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

7. The landlord stated that after he had made his application with this Section, his tenants had sent him 2 payments, totalling \$820.00, and he stated that that amount is to be deducted from the total award.

### **Issue 1: Rent - \$1450.00**

#### **Relevant Submissions**

8. The landlord stated that he had entered into a 1-year, fixed-term rental agreement with the tenants on 01 October 2019. That agreement was renewed the following year, and a copy of that renewed agreement was submitted with the landlord's application. The rent was set at \$1450.00 and it is acknowledged in the lease that the tenants had paid a security deposit of \$1000.00.
9. The landlord stated that in January 2021, the tenants were unable to pay their rent for that month and he entered into an agreement with the tenants that he would use the \$1000.00 security deposit for rent for that month.
10. The landlord stated that his tenants contacted him on 14 March 2021 and informed him that they had moved out of the property. He was able to secure a new tenant for April 2021.
11. The landlord stated that the tenants had not paid rent for March 2021 and he is seeking an order for a payment of \$1450.00 for that month.

#### **Analysis**

12. I accept the landlord's claim that his tenants vacated the unit on 14 March 2021, even though their lease was not set to expire until 30 September 2021.
13. I also accept his claim that his tenants had not paid their rent for March 2021 and his claim therefore succeeds in the amount of \$1450.00.

#### **Decision**

14. The landlord's claim for a payment of rent succeeds in the amount of \$1450.00.

## **Issue 2: Late Fees - \$75.00**

15. The landlord has assessed late fees in the amount of \$75.00.

### **Analysis**

16. Section 15 of the *Residential Tenancies Act, 2018* states:

#### ***Fee for failure to pay rent***

**15. (1)** *Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.*

17. The minister has prescribed the following:

*Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:*

*(a) \$5.00 for the first day the rent is in arrears, and*

*(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.*

18. As the tenants have been in arrears since March 2021, the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

### **Decision**

19. The landlord's claim for late fees succeed in the amount of \$75.00.

## **Issue 3: Utilities - \$78.19**

### **Relevant Submissions**

20. The landlord stated that the tenants were responsible for paying for their own electricity during their tenancy.

21. On 15 March 2021, the tenants cancelled their electricity account and from that date onward, charges for the electricity were billed to the landlord. The landlord submitted a Newfoundland Power bill with his application showing that he was charged \$78.19 for the period from 16 March to 29 March 2021. He is seeking an order for a payment of that amount.

## Analysis

22. As the tenants were responsible for paying for their own utilities, and as this lease was set to run until 30 September 2021, I agree with the landlord that the tenants are responsible for these costs as they had broken their lease early and without proper notice.

## Decision

23. The landlord's claim for a payment of utilities succeeds in the amount of \$78.19.

## Issue 4: Other Expenses – \$667.75

### Relevant Submissions

24. The landlord stated that after the tenants moved out, he was required to carry out some cleaning and he had to remove garbage, debris and soiled furniture from the property.
25. With respect to the cleaning, the landlord stated that it appeared as if the tenants had not carried out any cleaning at the property during tenancy. He stated that he and his wife were required to wash all the walls, they had to clean the toilets and bathtub, and there was debris and dirt on all the floors. In support of his claim, the landlord pointed to his submitted photographs showing that there was dirt on the floors, that the refrigerator was dirty, that the toilet needed cleaning, and that there was dirt inside some of the cupboards.
26. The landlord stated that he and his wife each spent 10 hours cleaning the property, over 2 days, and he is seeking \$403.00 in compensation for their labour (20 hours x \$20.15 per hour).
27. The landlord also complained that the tenants had left behind a significant amount of garbage at the unit, including beer bottles, toys, a box spring and a soiled couch. He stated that he removed 2 loads of garbage from the property—one load was put into the back of his pickup truck and he rented a U-Haul cube van to remove the remainder. He pointed to his photographs which show these 2 loads of garbage.
28. With his application, the landlord submitted a receipt from U-Haul showing that he was charged \$85.26 for the costs of renting the cube van, as well as a receipt for \$19.99 for gas. The landlord is also seeking \$107.80 as compensation for the costs of having to make 2 round trips to the rental unit in [REDACTED] from his home in [REDACTED].

**Analysis**

- 29. I accept the landlord’s claim that he was required to carry out some cleaning at the unit and that he was required to remove a significant amount of garbage from the property.
- 30. Based on the landlord’s testimony and photographic evidence, I agree with him that he is entitled to \$403.00 in compensation for 20 hours of cleaning. I also accept his claim that he needed a van to remove the large items that the tenants had abandoned at the property. For the gas and the rental of the U-Haul, I also agree that the landlord is entitled to \$105.25.
- 31. I am not satisfied, however, that the landlord is entitled to an award for the costs he incurred travelling from [REDACTED] as it is not the tenants’ fault that the landlord had made the decision to live so far away from his rental property.

**Decision**

- 32. The landlord’s claim for “other” expenses succeeds in the amount of \$508.25.

**Issue 5: Hearing Expenses**

- 33. The landlord submitted receipts with his application showing that he was charged \$27.28 for the costs of developing pictures and a receipt for \$20.00 for the costs of filing this application. As the landlord’s claim has been successful, the tenants shall pay these hearing expenses.

**Summary of Decision**

- 34. The landlord is entitled to the following:

a) Rent Owing .....	\$1450.00
b) Late Fees .....	\$75.00
c) Utilities .....	\$78.19
d) “Other” Expenses .....	\$508.25
e) Hearing Expenses.....	\$47.28
f) LESS: Payments Received .....	(\$820.00)
g) Total Owing to Landlord .....	<u>\$1338.72</u>

30 May 2022

Date

