

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0211-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:10 AM on 21 September 2021 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, also participated. He was represented by [REDACTED] an articling student with [REDACTED]

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for a payment of rent in the amount of \$155.04,
 - An order for a payment of \$18,980.03 in compensation for damages,
 - An order for a payment of \$8550.00 in compensation for inconvenience,
 - An order for a payment of utilities in the amount of \$999.66,
 - An order for vacant possession of the rented premises, and
 - Authorization to retain the partial security deposit of \$725.00.

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 and rule 29 of the Rules of the Supreme Court, 1986.

Preliminary Matters

7. The landlord amended her application and stated that she was not seeking an order for vacant possession of the rented premises.
8. The tenant called [REDACTED] as a witness, a former tenant in the basement apartment of the rented premises.

Issue 1: Compensation for Damages - \$18,980.03

Relevant Submissions

The Landlord's Position

9. The landlord stated that she had entered into a rental agreement with the tenant on 15 October 2014. The tenant issued the landlord a termination notice on 20 September 2020 and he vacated on 31 October 2020. The rent in 2020 was set at \$1550.00, per month, and that rent was due on the 15th day of each month.
10. The landlord stated that the tenant had caused significant damage to the property during his tenancy, and with her application she submitted the following breakdown of those damages and the costs of carrying out repairs [REDACTED] #1):

• Mow lawn, plus gas.....	\$54.75
• Clean shed.....	\$50.00
• Organize garbage box.....	\$20.00
• Drive to rental unit to dispose of garbage.....	\$10.00
• Cleaning.....	\$300.00
• Repair driveway	\$3220.00
• Repair walkway	\$3392.50
• Repair call for microwave	\$136.71
• Replacement microwave.....	\$263.35
• Replace oven	\$6036.35
• Damaged cupboards.....	\$300.00
• Replace hardwood floors	\$2131.02
• Stanley Enterprise invoice.....	\$2103.15
• Stain.....	\$62.09
• Repair laminate floor	\$239.37
• CO detector, paint supplies.....	\$76.43
• Paint.....	396.50
• Ice melt and paint.....	\$118.42
• Repair supplies	\$33.32
• Snow and ice clearing supplies.....	\$71.28
• Clean soap dispenser	\$9.19
 Total.....	 <u>\$19,024.43</u>

Mow lawn

11. The landlord stated that the tenant was responsible for lawn maintenance during his tenancy, but she complained that the tenant had not mown the lawn before he moved out and she had to do that work herself. The landlord is seeking \$50.00 in compensation for her labour to mow that lawn and \$4.75 for the costs of gasoline for the lawn mower. No photographs were submitted showing the condition of the lawn after the tenant moved out.

Clean shed

12. The landlord stated that the tenant had stored some of his personal possessions in the shed during his tenancy, but he did not have them removed before he vacated. These items included a box of ammunition, a box of nails and a “bar thing to hide groceries in”. The landlord stated that, sometime after 11 November 2020, she collected these items and made 3 trips to the tenant’s residence to return those items. She is seeking \$50.00 in compensation for her labour.

Organize garbage

13. The landlord is also seeking \$20.00 in compensation for having to remove metals and cardboard from the garbage bin. She stated that the city would have refused to collect the tenant’s garbage with those items in the bin.

Cleaning

14. The landlord also testified that the tenant had not adequately cleaned the property before he vacated and she was required to hire a cleaner, at a cost of \$300.00, to carry out that work. No receipt was submitted with her application. She complained that the areas behind the refrigerator and oven had not been cleaned, that the grill under the refrigerator was covered in dirt and dust, that the washing machine was mouldy and that the microwave had not been cleaned out. She also stated that some drawers were dirty and that the sinks needed cleaning. In support of her claim, the landlord pointed to her submitted photographs showing that there was some dirt on the floor under a refrigerator and that the oven had not been perfectly cleaned.

Driveway

15. The landlord stated that the tenant had used the driveway at the rental property to park his two 4x4 trucks during his tenancy. She complained that these trucks were either leaking oil or brake fluid while in that driveway, over the course of the tenancy, and those substances had caused stains which the landlord stated she was unable to remove. She also complained that because these trucks were so heavy, they had caused cracks in the driveway and she even had to repair part of the driveway with crack-filler as there was a hole in the asphalt. The landlord

submitted a quote with her application [REDACTED] #2) showing that she would be charged \$3220.00 to have the asphalt driveway removed and to have a new one laid. The landlord stated that she had purchased the property in 2003 and the driveway was already there at that time.

Walkway

16. The landlord pointed out that in the lease, it was agreed that the tenant would use Alaskan Ice Melt, and not salt, on the concrete walkway during the winter. She stated that the tenant had informed her that although he had used that brand of ice melt on the walkway, he had used salt in the driveway. The landlord claimed that when the tenant would walk from the driveway to the walkway, he had tracked salt onto it and this had caused some damage to it. In support of her claim, the landlord pointed to photographs of her walkway. She also submitted a quote showing that she would be charged \$3392.50 to have the damaged walkway removed and replaced [REDACTED] #2). That work has not been carried out.

Repair call for microwave / Replacement of microwave

17. The landlord stated that during this tenancy the tenant had placed something in the microwave that he should not have, and it burnt a hole in the plastic coating on the door. The landlord stated that she had called an appliance repairman to inspect the microwave and she was informed that it would be cheaper to purchase a new one, instead of repairing it. With her application, the landlord submitted a copy of an e-mail receipt showing that she was charged \$136.71 for the costs of having the repairman visit the unit to inspect the microwave, and she submitted a second receipt showing that she was charged \$263.35 for the costs of purchasing a new microwave. The landlord stated that this microwave was approximately 5 years old.

Replace oven

18. The landlord pointed to her photographs showing that there were some rust stains on the inside of the 2 ovens and that there is "a circle or something" on the bottom of one of the ovens. She testified that the repairman informed her that this damage cannot be repaired and that she would have to purchase new ovens. No purchase has yet been made and the ovens are currently being used by her new tenants. The landlord stated that she did not know old these ovens were. She submitted a screenshot with her application showing that a replacement oven would costs \$6036.35.

Damaged cupboards

19. The landlord pointed to her photographs showing her kitchen cupboards and she stated that these photographs show that these cupboards had suffered water damage, that there were some nail holes put in the cupboards and that there are a couple of scratches of the inside of a cupboard door. The landlord stated that these cupboards were approximately 10 years old. These cupboards have not

been repaired. The landlord stated that someone from Kent informed her that it would cost \$300.00 to have these cupboards repaired.

Replace hardwood floors

20. The landlord pointed to a submitted photograph, taken in September 2020, showing that the tenant had placed pots of plants on the hardwood floor in the living room. She stated that that photograph shows that some of the floor boards near the plants are dark as a result of water damage, which she suspected was a result of these pots leaking. The landlord submitted a quote with her application, from [REDACTED] showing that she would be charged \$2131.02 to have these floors sanded, stained and coated, and she pointed out that that cost is significantly cheaper than having them replaced. The landlord stated that these floors were installed about 9 years ago.

[REDACTED]
21. The landlord stated that she hired her brother's contracting company to carry out some of the repairs listed here and she submitted an invoice showing that she was charged \$2103.15.
22. The first item on that invoice concerns damages to the porch, which the landlord stated were caused when the police licked in the front door when the tenant had had a medical emergency. The landlord stated that the tenant had replaced the door, but she claimed that the door box, and the mouldings around it, were not fixed. The contractors were required to repair the door box, and they also had to paint and plaster that area.
23. The landlord stated that in the master bedroom she was also required to replace the laminate flooring. She stated that there was a gouge in 1 or 2 laminate boards, but as she did not have any leftover flooring, she was required to replace the whole floor. That flooring was 8 years old when the tenant moved out. That room also had to be repainted. The landlord was charged \$780.00 for that work and she submitted a separate invoice from Kent showing that she was charged \$228.69 for that laminate.
24. The landlord also stated that the wall anchors for a shelving unit in that room had to be replaced because the tenant had been putting items which were too heavy on that shelf. The landlord suspected that this is where the tenant had been keeping his safe. The walk-in closet also had to be replaced because of damage caused to the walls in that area. No photographs were submitted showing that damage. The landlord was charged \$120.00 for that work.
25. The landlord also pointed to a photograph showing that on the wall in the stair well, there were 4 or 5 different areas, clustered together, which had been poorly repaired by the tenant. Her contractor charged her \$160.00 to have that area repaired.

26. Her contractors also charged the landlord \$800.00 to carry out repairs in the rec room. During his tenancy, the tenant had allowed his dehumidifier to overflow, causing damage to the laminate flooring in that room. The tenant replaced that laminate flooring, but he did not properly reinstall the baseboards, and the landlord's contractor had to redo that job. The landlord also claimed that there was an overflow in the upstairs part of the house which had caused damage to the ceiling in the rec room. The landlord claimed that tenant had tried to repair the area around the pot lights with plaster, but he had done a poor job and her contractors had to redo it and then repaint.

CO detector, ice melt, repair supplies, cleaners

27. The landlord also claimed that a CO detector was missing from the living room which she had to replace. The landlord submitted a receipt with her application showing that she paid \$40.24 for a replacement.
28. The landlord stated that as the repair of the house continued on into the winter, she was required to purchase ice melt and other snow clearing supplies for her contractors so that they could enter the house. Her receipts show that she had paid \$86.22 for those items.
29. She also stated that she had purchased "repair supplies" and she figured that this was probably a claim for "tape rollers". She submitted a receipt showing that she was charged \$33.32 for 2 tubes of construction adhesive and a galvanized duct elbow. Another receipt shows that she had paid \$9.19 for a cleaner which she stated was used to remove a soap dish the tenant had stuck to a tile in the bathroom.

The Tenant's Position

30. The tenant stated that he had vacated the unit on 15 October 2020, not 31 October 2020, and he returned the keys to the landlord on that date.

Mow lawn

31. The tenant stated that he had mown the lawn before he moved and he claimed that it was in good condition on the day that he vacated.

Clean shed

32. The tenant stated that he had intended to return to the property to collect the items that he had left in the shed, but he argued that the landlord did not give him enough time to do so. He also denied that he had been storing any ammunition in the shed.

Organize garbage

33. The tenant stated that the city workers would have made their own minds up about the whether they would take the garbage he had placed in the bin, and he argued that this was not work that the landlord needed to do.

Cleaning

34. The tenant stated that he had hired a cleaner before he had moved out and he claimed that she had done a very good and thorough job. He acknowledged, though, that this cleaner may not have cleaned the areas behind the refrigerator and stove.

Driveway

35. The tenant testified that his vehicles did not leak oil or any other fluid when they were parked in the driveway during this tenancy. He also stated that he did not carry out any oil changes, or any other fluid changes, on his vehicles. ■■■ also pointed out that the landlord presented no photographic evidence to corroborate her claim oil was leaking from the tenant's vehicles. The tenant did acknowledge that there was some oil in the driveway, but he claimed that those stains were from the landlord's contractor's vehicle when he was at the unit carrying out some work on a deck and repairing interior walls. The tenant's witness, ■■■, corroborated the tenant's claim that the landlord's contractors were responsible for the oil in the driveway.

Walkway

36. The tenant stated that he had complied with the landlord's request that he only use Alaskan ice melt on the walkway and he claimed that the walkway looked "best kind" in the photographs submitted by the landlord. ■■■ corroborated the tenant's claim that he had never used salt on the walkway. ■■■ argued that if there was any damage caused to the walkway, it should be regarded as normal wear and tear. He also stated that other people, like mailmen, use the walkway besides the tenant, and if there was any salt damage on the walkway it might be attributable to them.

Repair call for microwave / Replacement of microwave

37. The tenant stated that he was not aware that there was any damage caused to the microwave and he claimed that it was still working when he moved out. He also pointed out that the microwave was an older model and that it was already there when he moved in in 2014, and he suggested that it was probably time for it to be replaced anyhow, and microwaves only last around 7 years.

Replace oven

38. The tenant stated that the oven was functioning when he vacated and [REDACTED] argued that the rust stains visible in the landlord's photographs were merely cosmetic. [REDACTED] also stated that the oven was likely over 12 years of age and would soon have to be replaced anyhow.

Damaged cupboards

39. [REDACTED] questioned whether these cupboards had suffered any water damage and he suggested that the photographs merely show that they were dirty. The tenant denied that he had scratched the inside of the cupboard door identified by the landlord and he claimed that those scratches occurred before he had moved into the unit. He also argued that as these cupboards were at least 12 years old, the landlord ought to expect that they would suffer some normal wear and tear over the course of various tenancies.

Replace hardwood floors

40. The tenant stated that he had a large mat laid down in the middle of that living room which protected the bulk of the floors in that room. He acknowledged that he had pots of plants in that room, but he denied that these pots leaked and he also claimed that he had plastic trays laid underneath them.

[REDACTED]

41. The tenant claimed that he did have the door and door box repaired after it was kicked in by the police. He also claimed that the locking mechanism was working just fine on the door when he moved out. With respect to the plastering and painting, the tenant claimed that the walls in that area had only suffered some minor wear and tear from hanging pictures, and he claimed that he is not responsible for the costs of painting this area.
42. With respect to the laminate flooring in the master bedroom, the tenant stated that he was unaware of any damage to those floors and he claimed that it may have been there before he moved in.
43. With respect to the shelving unit, the tenant stated that he did not keep his safe in that room, but rather in the spare bedroom. [REDACTED] pointed out that the landlord did not submit any photographs showing this damage and he also argued that it is the landlord's responsibility, not the tenant's, to repair any damage which was caused by normal wear and tear.
44. Regarding the damaged wall in the stairwell, the tenant agreed with the landlord that the repair work in that area was done poorly, but he claimed that that was the condition of the wall when he moved in, and he claimed he did nothing with that wall during the course of his tenancy. [REDACTED] also pointed out that the landlord

presented no photographs showing the condition of those walls before the tenancy began.

45. Regarding the rec room, the tenant stated that the landlord told him to “forget” the baseboards and that she would have them properly installed herself. With respect to the ceiling, the tenant denied that he had caused any overflow in the area above that ceiling and he claimed that he had not touched the pot lights and that he had not done any plastering on that ceiling. He acknowledged that the area around the pot lights was poorly plastered, but he claimed that that was the condition of the ceiling when he moved in. That testimony was corroborated by

■
CO detector, ice melt, repair supplies, cleaners

46. With respect to the items addressed under this portion of the landlord’s claim, ■ argued that these claim’s for compensation were problematic as the landlord had not sent any of these receipts to the tenant prior to the start of the hearing.
47. And the tenant argued that he should not be held responsible for the costs of snow removal as he had terminated his agreement at the end of October 2020.

Analysis

48. 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

49. Regarding the lawn, the tenant claimed that he had mown it before he vacated. As the landlord presented no evidence to corroborate her claim that it required mowing, this portion of her claim does not succeed.
50. The tenant acknowledged that he had left some items behind after he had moved out, and although I don't doubt that he had intended to return to the property to retrieve them, I agree with the landlord that he should have taken them when he vacated. I find the landlord's claim for \$50.00 in compensation for the costs of returning those items is fair.
51. Regarding the garbage, no evidence was submitted showing the condition of the garbage bin when the tenant moved out and no evidence was presented to the Board concerning the City's policies about what items are permitted in the garbage. As such, that claim does not succeed.
52. With respect to the cleaning, the landlord's photographs do show that the unit was not perfectly cleaned before the tenant vacated. There is dirt in the areas underneath and behind the refrigerator and stove, there is dirt on the cupboards, many of the light switches are grubby. Based on that evidence, I find that the landlord is entitled to compensation for 5 hours of her personal labour to complete the cleaning at the unit. Policy with this Section is that a landlord may claim up to \$13.20 per hour for their labour—as such, the landlord's claim succeeds in the amount of \$66.00.
53. Regarding the driveway, no evidence was presented by the landlord to establish that any oil stains came from the tenant's vehicles. Regarding the cracks in the driveway, I am of the view that parking vehicles in a driveway is normal use and if those cracks developed because of that normal use, it would have to be chalked up to normal wear and tear. As such, that claim does not succeed.

54. I also find that the claim for the costs of replacing the walkway does not succeed. I cannot discern any damage in the landlord's photographs and I accept the tenant's claim that he had used Alaskan Ice Melt on that walkway, as instructed. And even if there was a transfer of salt to that walkway, and even if that transfer had caused damage to it, I also find that the landlord had failed to establish that that damage was caused by any negligent or deliberate act on the part of the tenant. Walking on a walkway is the normal way to use a walkway, and if any damage results from that normal use, that is to be regarded as normal wear and tear.
55. With respect to the oven and the microwave, the tenant stated that both of these appliances were working when he vacated. Although the landlord's photographs do show that there is some rust marks on the inside of the oven, I was not persuaded that these marks were caused by any negligent act on the part of the tenant. Nor was I persuaded that the oven needed to be replaced because of those marks. Indeed, the oven has not been replaced and is currently being used by the landlord's new tenants. Hence, that claim does not succeed. With respect to the microwave, the landlord's evidence does show that she had purchased a new one, but the damage to the door appears minor and did not affect the functionality of that appliance. I would chalk it up to normal wear and tear.
56. Regarding the scratch to the cupboard door, the tenant claimed that that scratch was there when he moved in. As there is no signed report of an incoming inspection, I have to conclude that the landlord had failed to establish that this scratch was caused by this tenant during his tenancy.
57. For the same reason, I find that the landlord's claim for the costs of replacing her hardwood floors does not succeed. And in any case, as it is expected that a landlord would refinish hardwood floors every 5 years as a result of normal wear and tear, these floors are due to be refinished anyway.
58. With respect to the costs the landlord had incurred to hire the contracting company, I find that she is entitled to the costs of replacing the baseboards that the tenant had improperly installed when he replaced the flooring in that area, and I also find that the landlord is entitled to the costs of repairing the door box for that door that had been kicked in. I find that the landlord is entitled to an award of \$400.00 to have that work carried out. I was not satisfied, though, that the tenant is responsible for any of the other work those contractors had carried out. For example, as this unit was last painted in 2014, before the tenant moved in, and as it is expected that a landlord would paint every 3 to 5 years anyhow, any claim for painting fails. Also, as there was no signed report of an incoming inspection, the landlord has failed to establish that the scratch in the laminate was caused during this tenancy or that the tenant was responsible for the poor plastering job on the walls and the ceiling near the pot lights.
59. Regarding the remaining items, as the receipts were not sent to the tenant prior to the hearing, I have to agree with ■■■ that the landlord is not entitled to

compensation. Furthermore, I agree with the tenant that he is not responsible for the costs of removing snow in January and February 2021, given that he vacated in October 2020.

Decision

60. The landlord’s claim for compensation for damages succeeds as follows:

- Clean shed \$50.00
 - Cleaning \$66.00
 - [REDACTED] \$400.00
- Total \$516.00

Issue 2: Compensation for Inconvenience - \$8550.00

Relevant Submissions

The Landlord’s Position

61. The landlord stated that because of the repairs that had to be carried out at the property because of the damages the tenant had caused, she was unable to secure a new tenant until 01 May 2021. She testified that her contractors were at her unit carrying out repairs for the months of January, February, March and April 2021. She stated that she began looking for new tenants in April 2021. The landlord is seeking compensation for the loss of rental income she suffered for period from November 2020 to April 2021, a period of 5 months, for a total claim of \$1550.00.
62. The landlord also argued that she is entitled to \$400.00 in compensation for the time she spent looking for contractors and meeting with them to discuss the required repairs. She estimated that she had pent 30 hours looking and meeting with contractors.
63. She also stated that in February, March and April 2021, she was required clear the snow at the rental unit so that the contractors could enter to carry out the repairs. She stated that the contractors would sometimes assist her and she would compensate them by buying them lunch. She figured that she had spent 40 hours carrying out that work and she is seeking \$300.00 in compensation for her labour and the labour of the contractors.
64. The landlord is also seeking \$100.00 in compensation for the gas she burned going back and forth to the rental unit during those 5 months.

The Tenant's Position

65. [REDACTED] argued that compensation for 5 month's rent was excessive and he argued that the landlord had not lived up to her duty to mitigate her damages. The tenant likewise argued that compensation for that amount of time was excessive and he claimed that one could built a new house in that period of time.

Analysis

66. I determined in the previous section that the tenant was not responsible for the bulk of the damages that the landlord had claimed. As such, I also find that he cannot be held responsible for the loss of rental income the landlord had suffered during those 5 months while the unit sat vacant.
67. I am also sceptical that it took her contractors 4 months, between January and April 2021, to complete the repairs. Many of the repairs the landlord sought compensation for were not carried out anyhow (replacing the driveway, replacing the walkway, replacing the ovens, etc.) and I note that, on the invoice from her contractors, the landlord was only charged for 50 hours of labour. Even if there was just 1 contractor working at the unit for 50 hours, that work would have been completed in about a week, and just in a few days if there was more than 1.
68. Nevertheless, as I have found that the tenant is responsible for some damages at the unit, I agree with the landlord that he is responsible for the loss of rental income the landlord suffered while repairs were being carried out. I find that half a month's rent in compensation is a fair award—\$775.00.
69. With respect to the costs of gas and the costs of meeting with contractors, I find that those claims do not succeed as they are the costs of doing business for a landlord.

Decision

70. The landlord's claim for compensation for inconvenience succeeds in the amount of \$775.00.

Issue 3: Utilities - \$999.66

Relevant Submissions

The Landlord's Position

71. In addition to her claim for a loss of rental income for those 5 months, the landlord is also claiming that the tenant is responsible for the costs of utilities during that period while repairs were being carried out. With her application, she submitted a utility ledger, as well as her electricity bills, showing that she was charged

\$999.66 for the period from 15 November 2020 to 19 April 2021. She is seeking an order for a payment of that amount.

The Tenant's Position

72. The tenant argued that he should not have to pay for the utilities after the tenancy ended on 15 November 2020 and he reiterated his argument that it would not take 5 months to complete the repairs that the landlord had claimed.

Analysis

73. For the same reasons I gave in the previous section, I find that the tenant is responsible for the electricity charges for half of a month.
74. As the bill covering the period from 15 November to 17 December 2020 comes to \$206.84, I find that the landlord is entitled to a payment of \$103.42 ($\$206.84 \div 32$ days x 16 days).

Decision

75. The landlord's claim for a payment of utilities succeeds in the amount of \$103.42.

Issue 4: Rent - \$155.04

Relevant Submissions

The Landlord's Position

76. The landlord pointed out that in the tenant's termination notice, he indicated that he was terminating their rental agreement effective 17 November 2020. The landlord stated that the tenant only paid rent up to 14 November 2020 and she is seeking \$155.04 for the period from 15 – 17 November 2020, a period of 3 days.

The Tenant's Position

77. The tenant stated that the landlord was happy enough when he moved out of the unit on 15 October 2020.

Analysis

78. I agree with the landlord on this point. As the landlord accepted the tenant's termination notice, which was issued in September 2020, this tenancy ended on 17 November 2020 and the tenant was responsible for rent up to that date.
79. I calculate the amount of rent owing to be \$152.46 ($\1550.00 per month x 12 months = $\$18600.00 \div 366$ days = $\$50.82$ per day x 3 days).

Decision

80. The landlord's claim for a payment of rent succeeds in the amount of \$152.46.

Issue 5: Security Deposit

81. The tenant paid a security deposit of \$725.00 on 15 October 2014, and receipt of that deposit is acknowledge in the submitted rental agreement. As the landlord's claim for damages, rent and utilities has been successful, she shall retain that deposit as outlined in this decision and attached order.

Issue 7: Hearing Expenses

82. The landlords submitted a hearing expense claim form with their application, as well as a receipt for \$20.00 for the costs of filing this application, a receipt for \$21.26 for costs of sending documents by registered mail and a receipt for \$35.60 for the costs of developing photographs. As the landlord's claim has been successful, the tenant shall pay these expenses.

Summary of Decision

83. The landlord is entitled to the following:

a) Compensation for Damages	\$516.00
b) Compensation for Inconvenience	\$775.00
c) Utilities	\$103.42
d) Rent Owing	\$152.46
e) Hearing Expenses	\$76.86
f) LESS: Security Deposit.....	(\$725.00)
g) Total Owing to Landlords	<u>\$898.74</u>

27 May 2022

Date

