

Residential Tenancies Tribunal

Application [REDACTED]

Decision 21-0302-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:10 PM on 15 September 2022 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant” participated in the hearing. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “landlord1” and “landlord2”, respectively, were also in attendance.

Issues before the Tribunal

3. The tenant is seeking the following:
 - A determination of the validity of a termination notice issued to him on 05 July 2021,
 - An order for a refund of rent in the amount of \$451.60, and
 - An order for a payment of \$175.00 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 9-4: Claims for Damage to Tenants Personal Belongings.

Preliminary Matters

6. The tenant amended his claim at the hearing and stated that he was no longer seeking a refund of rent or a determination of the validity of the termination notice.

Issue 1: Compensation for Damages - \$175.00

Relevant Submissions

The Tenant's Position

7. The tenant stated that he had entered into a verbal rental agreement with the landlord in August 2018. The agreed rent was set at \$700.00 per month. At the end of July 2021, the tenant informed the landlord that he was terminating their agreement and he vacated on 31 August 2021.
8. The tenant stated that during his tenancy, the landlord had sprayed liquid insulation into the ceiling of the rental unit, and some of that insulation leaked onto the walls in the unit, onto the floor, and, because the landlord had not covered the tenant's possessions before he began spraying, it also leaked onto some of his personal effects. In particular, the tenant stated that this insulation was found on 3 tool cases, an air compressor, a vacuum cleaner and a ladder.
9. The tenant is seeking \$100.00 in compensation for the time he spent cleaning the tool cases, the compressor and the vacuum. He testified that he had spent between 3 and 4 hours cleaning those items. With respect to the ladder, he is seeking \$75.00 for the costs of replacing it. He stated that it has not yet been replaced and that it is still functional. No receipts or quotes were submitted with his application.

The Landlords' Position

10. Landlord1 stated that the tenant was at the apartment the day that he was spraying the insulation into the ceiling and he argued that the tenant could have covered his personal possessions himself, if he believed that they would become damaged.
11. Landlord1 acknowledged that a few flecks on insulation did land on those items listed by the tenant, but he claimed that the insulation is easy to remove and that it should have only taken the tenant about 30 minutes to clean.
12. Landlord1 stated that although he did not agree with the tenant, he nevertheless stated that he was willing to pay him the \$175.00, as claimed.

Analysis and Decision

13. The landlords agreed to pay the tenant \$175.00 in compensation for the claimed damages. As such, the tenant's claim succeeds in that amount.

Issue 2: Hearing Expenses

14. The tenant paid a fee of \$20.00 to file this application. As his claim has been successful, the landlords shall pay that hearing expense.

Summary of Decision

15. The tenant is entitled to the following:

- a) Compensation for Damages \$175.00
- b) Hearing Expenses \$20.00
- c) Total Owing to Tenant..... \$195.00

26 July 2022

Date

