

Residential Tenancies Tribunal

Decision 19-0238-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 9:05 a.m. on April 18, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The landlords, [REDACTED] and [REDACTED], hereafter referred to as landlord1 and landlord2, respectively, participated in the hearing.
3. The tenant, [REDACTED], hereafter referred to as tenant1, participated in the hearing. The tenant, [REDACTED], hereafter referred to as tenant2, did not attend the hearing but she was represented by [REDACTED].

Preliminary Matters

4. The tenants were not served with the application for dispute resolution 10 days prior to the hearing. According to Rule 29.05(2)(a) a respondent to an application must be served with the application for dispute resolution 10 clear days prior to the hearing date. Tenant1 waived their 10 day right and I proceeded with the hearing.

Issues before the Tribunal

5. The landlords are seeking the following:
 - a. Compensation for damages (cleaning) in the amount of \$172.50;
 - b. Hearing expenses.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
7. Also relevant and considered in this case are Sections 10 and 14 of the Act and Policy 12-1: *Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF*.

Issue 1: Damages - Compensation for cleaning - \$172.50

8. In any damage claim the burden of proof lies with the landlord to establish that the damage exists and that the tenants are responsible for the costs of repairs.

Relevant Submissions

Landlord Position

9. Landlord1 stated the tenants moved into the unit on November 25, 2017 on a month to month tenancy with rent set at \$900.00 per month due on the 25th of each month. Landlord1 testified that when the tenants vacated on March 25, 2019 the unit was not as clean as when they took possession. The unit was just renovated before the tenants moved into the unit. She said they let the tenants back into the unit on March 27, 2019 to do some cleaning but the unit still needed to be cleaned. They hired Noella's Best Cleaning Services (LL #1) to clean the unit and they were charged \$172.50 to have the unit cleaned. Landlord1 further testified that the cleaning company had to clean the oven, stove top, microwave, fridge, cupboards, behind the fridge and stove, baseboards, carpets, bathroom and the laundry room. The landlord presented photographs of what needed to be cleaned except for photographs of the carpets and the baseboards (LL #3) and a copy of the Rental Premises Condition Report dated November 23, 2017 was also presented (LL #2).
10. Landlord2 testified that when the tenants came back on March 27, 2019 to clean the unit they spent about 45 minutes at the unit.

Tenant Position

11. Tenant1 testified that they cleaned the unit before they vacated. They vacuumed the carpets and swept and mopped the floors. They cleaned the bathroom, some cupboards, the stove and the fridge but they did not clean behind the stove and the fridge. The tenant presented photographs (T #1) of

the stove, fridge, bathroom and one cupboard. She said the photographs were taken just before they left the unit on March 27, 2019.

Analysis

12. I have reviewed the testimony and evidence of the landlords and tenant1 and I find there are 2 issues that need to be addressed: (i) did the unit need to be cleaned when the tenancy ended; and (ii) are the landlords entitled to compensation for cleaning. Based on the photographs presented by the landlords and tenant1 I find that the cupboards, microwave, behind the stove and fridge, the bathtub and the laundry room needed to be cleaned when the tenancy ended. I also find the amount the landlords are claiming to clean is excessive. I conclude that \$100.00 would be a reasonable amount to pay to have these items cleaned.

Decision

13. The landlords' claim for cleaning succeeds in the amount of \$100.00.

Issue 2: Application for Security Deposit

14. Under the authority of Section 47.(j) the director may authorize a landlord to offset money a tenant owes to the landlord against money the landlord owes to the tenant. Further under subsection (m), the director has the authority to determine the disposition of the security deposit.

Landlord Position

15. The landlords testified that a \$450.00 security deposit was paid on November 25, 2017 and they returned \$277.50 of the security deposit to the tenants.

Tenant Position

16. Tenant1 testified that the landlords returned \$277.50 of the security deposit.

Analysis

17. A security deposit of \$450.00 was paid on November 25, 2017. The landlords returned \$277.50 to the tenants. As the landlords have been partially successful in their claim for compensation for cleaning they shall retain \$100.00 from the security deposit and return the balance to the tenants.

Decision

18. The landlords shall retain \$100.00 from the security deposit and return the balance to the tenants as outlined in this decision and attached order.

Issue 3: Hearing Expenses - \$20.00

19. Under the authority of Section 47.(q) the director may require the unsuccessful party to pay costs to the successful party to an application. Costs eligible to be awarded are identified in *Policy 12-1: Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF.*

Landlord Position

20. The landlords paid an application filing fee in the amount of \$20.00. The landlords are seeking this cost.

Analysis

21. The cost the landlords incurred to make the application is considered a reasonable expense as per *Policy 12-1 Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF.* Therefore, I find the tenants are responsible to cover the cost of the hearing expenses in the amount of \$20.00.

Decision


22. The tenants shall pay the landlords' hearing costs in the amount of \$20.00.

Summary of Decision

23. The tenants are entitled to the following:

a) Return of the balance of the security deposit.....	\$172.50
b) Less compensation for cleaning.....	\$100.00
c) Less Hearing Expenses.....	<u>\$20.00</u>
d) Total Owing to tenants	<u>\$52.50</u>

July 26, 2019
Date


Residential Tenancies Section