

Residential Tenancies Tribunal

Decision 19-0531-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 9:20 a.m. on September 5, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereafter referred to as the tenant, did not personally attend the hearing but participated by written submission.
3. The respondents, [REDACTED] and [REDACTED], hereafter referred to as landlord1 and landlord2, respectively. Landlord1 participated in the hearing and landlord2 did not attend the hearing but he was represented by [REDACTED].

Issues before the Tribunal

4. The tenant is seeking the following
 - a. Return of the balance of the security deposit in the amount of \$120.00;
5. The landlords are seeking the following:
 - a. Compensation for cleaning/damages in the amount of \$120.00.

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.

Issue 1: Compensation for cleaning - \$120.00

Landlord Position

8. The landlord testified that the tenant rented a room at [REDACTED]. He moved into the unit on May 5, 2019 on a month to month tenancy with rent set at \$330.00 per month due on the 5th of each month. When the tenant moved in he agreed that he would share the cleaning of the common area with the other tenants living in the house as per the rental agreement. A schedule for the cleaning for the month of May was provided to the tenant. In June a schedule for the cleaning for that month was also provided. She testified that the tenant did not clean the common area. Another tenant living in the house cleaned what the tenant was responsible to clean. They deducted \$120.00 from the other tenant's rent on June 25, 2019 as compensation for cleaning the tenant's share. This amount was based on \$20.00 per hour. She is not sure how often the other tenant had cleaned and what he had cleaned.
9. The landlord submitted into evidence a copy of the rental agreement and the Appendix "A" (LL #1), a copy of the cleaning schedule for June (LL #2), and copies of e-mails between landlord 2 and the tenant (LL #3). Appendix "A" states that the tenant is required to share the responsibility of cleaning the common area with the other tenants.

Tenant Position

10. The tenant's written submission stated that in No. 3 of Appendix A under Reasonable Rules and Regulations the cleaning of the common areas is to be a shared responsibility and done in a timely and reasonable manner as decided upon by the majority of the other tenants and himself. There was no such discussion when the tenant moved in and all of the housework in the table/schedule was directly assigned by landlord2. The tenant is seeking the return of the balance of his security deposit.

Analysis

11. I have reviewed the testimony and evidence of the tenant and landlord1. I have determined that there is one issue that needs to be addressed; is the tenant responsible for the cleaning. I find that the tenant agreed to clean the common area with the other tenants. Landlord1 did not submit any evidence on what the other tenant cleaned and how much time he spent cleaning. Further, she did not support the claim with corroborating evidence that the other tenant was

compensated for the cleaning of the common area. The claim for compensation for cleaning fails.

Decision

12. The landlords' claim for compensation for cleaning fails.

Issue 2: Application for Security Deposit

13. 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.

Tenant Position

14. The tenant's statement stated that he paid a \$247.50 security deposit on May 5, 2019 and he is seeking the balance of \$120.00.

Landlord Position

15. Landlord1 acknowledges the tenant paid a security deposit in the amount of \$247.50. They returned \$127.50 to the tenant.

Analysis

16. A \$247.50 security deposit was paid in May 2019. The landlords refunded \$127.50 to the tenant. The landlords shall return the \$120.00 balance of the security deposit as their claim for compensation for cleaning fails.

Decision

17. The landlords shall return the balance of the security deposit in the amount of \$120.00 as outlined in this decision and attached order.

Summary of Decision

18. The tenant is entitled to the following:

- a) Return of the balance of the security deposit.....\$120.00

January 2, 2020

Date



Residential Tenancies Section