

## Residential Tenancies Tribunal

Decision 19-0545-05

Denise O'Brien  
Adjudicator

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### Introduction

1. The hearing was called at 9:20 a.m. on August 26, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereafter referred to as the landlord, participated in the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereafter referred to as the tenants did not attend the hearing.

### Preliminary Matter

4. The landlord amended the claim for payment of damages from \$1030.00 to \$580.00.
5. The security deposit the tenants paid was addressed in [REDACTED].
6. The tenants were not present or represented at the hearing. This Tribunal's policy concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. 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, and where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as he/she has been properly served.

7. The affidavits of service submitted by the landlord shows that the notices of this hearing were sent electronically to the tenants on July 11, 2019 and the tenants have had 45 days to provide a response. The landlord submitted copies of the e-mails along with copies of e-mails between the landlord and tenants on May 17, 2019. As the tenants were properly served with the application for dispute resolution, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

### **Issues before the Tribunal**

8. The landlord is seeking the following:
  - a. Compensation for cleaning/damages in the amount of \$580.00;
  - b. Hearing expenses.

### **Legislation and Policy**

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

### **Issue 1: Compensation for cleaning/cleaning - \$580.00**

#### Landlord Position

11. The landlord testified that the tenants moved into the unit on March 1, 2019 on a month to month tenancy with rent set at \$1500.00 per month due on the 1<sup>st</sup> of each month. A termination notice was served on the tenants on May 2, 2019 and the tenants vacated on May 23, 2019. When the tenants vacated the unit needed to be cleaned and there was damage to a wall in the master bedroom. They had to clean the carpets because of the dog's hair. The bathroom and the kitchen including the fridge, oven and dishwasher also had to be cleaned. He is claiming \$200.00 for his labour as he and his parents spent 4 hours cleaning. He testified that he spent between 3 and 4 hours repairing the large dent in the wall in the bedroom. He had to replace a piece of drywall, plaster and paint the wall. He is claiming \$250.00 for the work. The last time the walls were painted was at least 6 years ago. At the hearing the landlord showed a photograph of the oven, the staircase and the wall in the bedroom.

12. The landlord testified that the tenants did not return the 2 garage door openers. He paid \$45.00 + tax for each door opener but he does not have the receipt. The garage door openers are 2 years old. The landlord also testified that the tenant did not return the keys. He had to replace the door lock to the shed at a cost of \$30.00.

### Analysis

13. I have reviewed the testimony and the evidence of the landlord in this matter. I have determined that there are three issues that need to be addressed; (i) did the unit need to be cleaned/damages repaired when the tenancy ended; (ii) are the tenants responsible for the cleaning/damages; and (iii) are the tenants responsible for the replacement of the locks. Based on the two photographs shown during the hearing I find the oven and the carpets needed to be cleaned. The amount the landlord is claiming is excessive, I conclude that 3 hours would be a reasonable amount of time to clean these two items. When a landlord does the work himself, the amount set by Residential Tenancies for the landlord to claim for his/her labour is \$19.40 per hour. The claim for cleaning succeeds in the amount of \$58.20 (3 hours @ \$19.40 per hour = \$58.20). I also find that there was a dent in the master bedroom. Based on the photograph the landlord showed at the hearing, the amount the landlord is claiming is unreasonable as paint is a depreciable item with a life expectancy of 3 – 5 years. The last time the wall was painted was at least 6 years ago. I award an arbitrary amount of \$50.00 to repair the wall.
14. With regard to replacement of the garage door openers and the cost for replacement of the lock for the shed. The landlord did not present the receipt for replacement of the garage door openers. The changing of locks is considered an expense that a landlord would incur to secure the premises after a tenant vacates.

### Decision

15. The landlord's claim for cleaning/damages succeeds as per the following:
- a) Compensation for cleaning ..... \$58.20
  - b) Compensation to repair the wall..... \$50.00
  - c) **Total owing to the landlord ..... \$108.20**

**Issue 2: Hearing Expenses**

16. 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

17. The landlord paid an application filing fee in the amount of \$20.00. The landlord is seeking this cost.

**Analysis**

18. The cost the landlord 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*. As the landlord’s claim has been partially successful, the tenants shall pay the landlord’s hearing expenses in the amount of \$20.00.

**Decision**


19. The tenants shall pay the landlord’s hearing expenses in the amount of \$20.00.

**Summary of Decision**

20. The landlord is entitled to the following:

- a) Compensation for cleaning/damages..... \$108.20
- b) Hearing expenses ..... \$20.00
- c) **Total owing to the landlord** ..... **\$128.80**

November 25, 2019  
Date

  
Residential Tenancies Section