

Residential Tenancies Tribunal

Decision 19-0547-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:20 pm on 10 October 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “landlord1” and “landlord2”, respectively, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate.

Issues before the Tribunal

3. The landlords are seeking the following:
 - An order for compensation for damages in the amount of \$235.40,
 - An order for a payment of rent in the amount of \$950.00, and
 - Authorization to retain the security deposit of \$425.00.

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 9-3: Claims for Damage to Rental Premises and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing. I was able to reach her by telephone from the hearing room but she hung up shortly thereafter. This Tribunal's policies 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 claim and notice of the hearing 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 she has been properly served. The landlords submitted an affidavit with their application stating that the tenant was served with notice of the hearing on 11 July 2019 and she has had 90 days to provide a response. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in her absence.

Issue 1: Compensation for Damages - \$235.40

Relevant Submissions

7. Landlord1 stated that he had entered into a monthly rental agreement with the tenant in January 2013. The rent at that time was set \$850.00 and the landlord stated that the tenant had paid a security deposit of \$425.00.
8. On 23 June 2019 the tenant sent a text-message to the landlords informing them that she was terminating her rental agreement, effective 01 July 2019. She vacated the unit sometime between 28 June and 30 June 2019.
9. Landlord2 stated that after they had regained possession of the rental unit she was required to carry out a significant amount of cleaning, and in support of that claim she submitted 21 photographs which she stated were taken on 02 July 2019 (■■■■ ##2-7).
10. These photographs show that the window were covered with dirt and mould, and they show that the oven was heavily soiled. They also show that the cupboards were dirty, that the steps needed to be cleaned and that there was dirt thrown on the exterior siding.
11. Landlord2 also stated that she was required to clean the refrigerator and all of the bathroom and landlord1 stated that he was also required to bring items to the dump.
12. Landlord2 stated that she had spent 7 hours cleaning the unit and she is seeking \$135.80 in compensation for her personal labour. Landlord2 stated that she had also hired a cleaner at a cost of \$100.00. No receipt was submitted at the hearing.

Analysis

13. The evidence submitted by the landlords clearly shows that the rental unit had not been cleaned by the tenant before she vacated. I agree with landlord2 that it

would take at least 7 hours to clean the unit and I find that she is entitled to the \$135.80 she is seeking here (7 hours x \$19.40 per hour).

14. Not enough evidence was submitted at the hearing to establish that the landlords had hired a cleaner in addition to the work they had done.

Decision

15. The landlords' claim for compensation for damages succeeds in the amount of \$135.80.

Issue 2: Rent - \$950.00

16. Landlord1 stated that after they had the unit cleaned up so that it was presentable for viewing, they began advertising the unit on Kijiji. He stated that these advertisements were placed either on 05 July or 06 July 2019, and copies were submitted at the hearing (█ #10).
17. The landlords were able to secure new tenants for 01 August 2019, but they suffered a loss of rental income during July 2019. In 2019, the landlords had been charging the tenant \$950.00 in rent per month.
18. Landlord1 argued that the tenant is responsible for compensating them for that loss of rent as she had not given the landlords a proper termination notice and as the apartment was left in a very poor state after the tenant vacated.

Analysis

19. In a monthly tenancy, a tenant is required to provide the landlord with notice that she is terminating her rental agreement at least 1 month before the end of a rental period. On 23 June 2019, the day the tenant issued her notice, the earliest termination date she could have specified was 31 July 2019.
20. As the landlords were only given 1 week's notice that the tenant was vacating as the tenant had left the unit in a very unclean state, I agree with them that they are entitled to compensation for the loss of rent they had suffered for July 2019—\$950.00.

Decision

21. The landlords' claim for a payment of rent succeeds in the amount of \$950.00.

Issue 3: Security Deposit - \$425.00

22. Landlord1 stated that the tenant had paid a security deposit of \$425.00 in early January 2013. As the landlords' claim has been successful, they shall retain that deposit as outlined in this decision and order.


Summary of Decision

23. The landlords are entitled to the following:

a) Compensation for Damages.....	\$135.80
b) Rent.....	\$950.00
c) LESS: Security Deposit.....	(\$425.00)
d) Total Owing to Landlords.....	<u>\$660.80</u>

30 March 2020

Date


John R. Cook
Residential Tenancies Tribunal