

Residential Tenancies Tribunal

Decision 19-0676-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 9:20 a.m. on October 17, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED] represented by [REDACTED], hereafter referred to as the landlord, participated in the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereafter referred to as tenant1 and tenant2, respectively did not attend the hearing.

Preliminary Matters

4. 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.
5. The affidavit of service submitted by the landlord shows that the notice of this hearing was electronically served on the tenants on August 23, 2019 and the tenants have had 54 days to provide a response. The landlord submitted a copy of the e-mail dated August 23, 2019 along with an e-mail from the tenants containing their e-mail address. 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

6. The landlord is seeking the following:
 - a. Compensation for cleaning in the amount of \$382.00;
 - b. Hearing expenses.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
8. 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: Compensation for cleaning - \$382.00

Landlord Position

9. The landlord testified that the tenants moved into the unit on October 27, 2017 on a month to month tenancy with rent set at \$710.00 per month due on the 1st of each month. The tenancy ended on August 31, 2018. When the tenancy ended the stove and fridge needed to be cleaned and there were miscellaneous items left in the unit. The stove and the oven were dirty and had to be cleaned. The refrigerator was full of food. They had to dispose of the food and clean the refrigerator. They charge a flat fee of \$51.75 to clean the stove and the oven and \$37.50 to clean the refrigerator. She also testified that there were miscellaneous items such as food, clothing and garbage scattered throughout the unit. It took their employees 9 hours (@ \$32.50 per hour) to pick up and dispose of these items. The tenants gave them permission through an e-mail on August 31, 2018 to dispose of the items.
10. The landlord submitted into evidence photographs of the stove, oven and refrigerator (LL #2), photographs of the items left in the unit (LL #3) and a breakdown on the charges for cleaning of the stove and refrigerator and the amount they charge for labour (LL #5).

Analysis

11. I have reviewed the testimony and the evidence of the landlord. I have determined that there is one issue that needs to be addressed; (i) did the unit need to be cleaned. I find that when the tenancy ended the stove, oven and refrigerator had to be cleaned. There were a lot of clothing and miscellaneous

items scattered throughout the unit. There was food left in the refrigerator and on the counter in the kitchen. Based on the photographs presented I find the amount the landlord is claiming to clean and dispose of the items is reasonable. Therefore, the landlord's claim is successful.

Decision

12. The landlord's claim for compensation for cleaning succeeds as per the following:

- a) Compensation for cleaning the stove, oven and refrigerator\$89.50
- b) Compensation to pick up and dispose of the items left in the unit \$292.50
- c) Total \$392.00

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.

Landlord Position

14. The landlord testified that a \$300.00 security deposit was paid on October 27, 2017.

Analysis

15. A \$300.00 security deposit was paid in October 2017. As the landlord's claim for compensation for cleaning was successful the landlord shall retain the security deposit.

Decision

16. The landlord shall retain the security deposit as outlined in this decision and attached order.

Issue 3: Hearing Expenses - \$20.00

17. 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

18. The landlord paid the \$20.00 application filing fee. The landlord is seeking this cost.

Analysis

19. The cost the landlord incurred for the application fee 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 successful, the tenants shall pay the landlord's hearing expenses in the amount of \$20.00.

Decision


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

Summary of Decision

21. The landlord is entitled to the following:

a) Compensation for cleaning	\$382.00
b) Hearing expenses	<u>\$20.00</u>
c) Less the security deposit	<u>(300.00)</u>
d) Total owing to the landlord	\$102.00

February 6, 2020
Date


Residential Tenancies Section