

## Residential Tenancies Tribunal

Decision 19-0775-05

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:15 am on 13 November 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant and landlord, [REDACTED], was represented at the hearing by [REDACTED] (“[REDACTED]”) and [REDACTED] (“[REDACTED]”). The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, did not participate.

### Issues before the Tribunal

3. The landlord is seeking the following:
  - An order for compensation for damages in the amount of \$199.38,
  - An order for a payment of rent in the amount of \$2280.00, and
  - Authorization to retain the security deposit of \$300.00.

### 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 section is policy 9-3: Claims for Damage to Rental Premises.

### Preliminary Matters

6. The tenants were not present or represented at the hearing and I was not able to reach them by telephone from the hearing room. 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) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents' absence so long as they have been properly served. ■ submitted an affidavit at the hearing stating that the tenants were served with notice of the hearing, by e-mail, on 03 October 2019 and they have had 40 days to provide a response. ■ also submitted a copy of that e-mail at the hearing as well as a rental application showing that the tenants had provided her with that address. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

## **Issue 1: Rent - \$2280.00**

### **Relevant Submissions**

7. ■ stated that she had entered into a monthly rental agreement with tenants, commencing 30 October 2015, and a copy of that executed agreement was submitted with the landlord's application. At that time, the rent was set at \$670.00 and it is acknowledged in the agreement that the tenants had paid a security deposit of \$300.00.
8. In October 2018, the tenants informed the landlord that they were terminating their rental agreement effective 30 November 2018. They vacated in October 2018 and returned the keys to the landlord on 31 October 2018.
9. With the application, the landlord had submitted rent records (■ #2) showing the payments the tenants had made since December 2016. Since 2016, the rent was set at \$690.00 per month.
10. According to these records, the tenants would typically make a monthly payment to the landlord, though it was often less than the required \$690.00. In some months, the tenants would pay extra to reduce the balance and this pattern continued through to August 2018. At the end of that month the tenants had a balance of \$210.00.
11. No payments were made to the landlord for the months of September, October and November 2018. The landlord calculates that the tenants owe \$2280.00.

### **Analysis**

12. I accept the landlord's evidence which shows that the tenants had not paid rent as required. I also accept the landlord's records which show that the tenants owe \$2280.00 for the period ending 30 November 2018.

## Decision

13. The landlord's claim for a payment of rent succeeds in the amount of \$2280.00.

## Issue 2: Compensation for Damages - \$199.38

14. The landlord had also submitted a damage report with the application (█ #3). According to that report, the landlord spent \$23.33 for supplies to clean the unit and to carry out minor repairs. The report also states that it took 5.5 hours to carry out the cleaning and repairs and the landlord is seeking to be compensated at a rate of \$32.50 per hour.
15. █ stated that the tenants had left things around the unit which needed to be removed and the countertops and other surfaces in the unit had to be wiped down. He also claimed that he had to reattach the soap dish in the bathtub as well as repair a hole in the bathroom door. No photographs were submitted at the hearing showing this damage.
16. In support of the costs the landlord is seeking here, █ submitted documents from his suppliers showing the costs of the materials he is claiming here (█ ##4-6). He also submitted quotes from 2 contractors showing that they charge \$32.50 per hour (█ #7). █ stated that the City's workers get paid more than that rate.

## Analysis

17. I accept █'s testimony in the matter and I find that the tenants had not adequately cleaned the unit after they had vacated and there were some minor damages that had to be repaired.
18. I also find the costs the landlord is seeking here to be reasonable. As such, the landlord's claim succeeds.

## Decision

19. The landlord's claim for compensation for damages succeeds in the amount of \$202.08 (\$23.33 + \$178.75 (5.5 hours at \$32.50 per hour)).

## Issue 3: Security Deposit

20. █ stated that the tenants had paid a security deposit of \$300.00 on 25 September 2015 and receipt of that deposit is acknowledged in the submitted lease. As the landlord's claim has been successful, they shall retain the security deposit as outlined in this decision and order.

**Issue 4: Hearing Expenses**

21. The landlord submitted a hearing expense claim form and a receipt for \$20.00 for the costs of filing this application. As the landlord's claim has been successful, the tenant shall pay these expenses.


**Summary of Decision**

22. The landlord is entitled to the following:

a) Rent.....	\$2280.00
b) Compensation for damages .....	\$202.08
c) Hearing expenses.....	\$20.00
d) LESS: Security deposit.....	(\$300.00)
Total Owing to Landlord .....	<u>\$2202.38</u>

15 April 2020

Date

  
John R. Cook  
Residential Tenancies Tribunal