

Residential Tenancies Tribunal

Decision 20-0087-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:20 pm on 03 March 2020 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not participate.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for vacant possession of the rented premises;
 - An order for a return of missing possessions valued at \$2965.00;
 - An order for a payment of rent in the amount of \$800.00; and
 - Authorization to retain the \$300.00 security deposit.

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 case is section 19 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach her 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 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 landlord submitted an affidavit with his application stating that he had served the tenant with notice of the hearing on 19 February 2020 and she has had 12 days to provide a response. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
7. The landlord amended his application at the hearing. He stated that he was no longer seeking an order for possession of the premises as the tenant vacated on 14 February 2020. He also stated that he now values his missing possessions at \$1265.00.

Issue 1: Rent - \$800.00

Relevant Submissions

8. The landlord stated that he had entered into a monthly rental agreement with the tenant on 16 December 2019. The agreed rent was set at \$750.00 per month and the landlord stated that the tenant had paid a security deposit of \$300.00.
9. The landlord stated that the tenant had fallen into rental arrears soon after she moved in and on 04 February 2020 he issued her a termination notice. A copy of that notice was submitted with the landlord's application (█ #1). That notice was issued under section 19 of the *Residential Tenancies Act, 2018* (notice where failure to pay rent) and it had an effective termination date of 15 February 2020. The tenant vacated on 14 February 2020.
10. The landlord submitted rent records with his application showing the payments he had received from the tenant since she moved in (█ #2). These records show that the tenant had a balance of \$50.00 for the period ending 31 January 2020 and the landlord stated that he had received no rent for February 2020.
11. The landlord is seeking an order for a payment of rent in the amount of \$800.00 (\$50.00 + \$750.00).

Analysis and Decision

12. I accept the landlord's testimony and evidence in this matter and I agree with him that the tenant has not paid rent as required.
13. As such, his claim succeeds in the amount of \$800.00.

Issue 2: Missing Possessions - \$1265.00

Relevant Submissions

14. The landlord testified that when the tenant moved out she removed from the premises some of the items that had been supplied to her for her use during her tenancy. He testified that he has been unable to get in contact with the tenant since she moved out and he has contacted the RCMP about the matter, but they have also been unable to track down the tenants.
15. With his application, the landlord submitted the following list of the costs to replace these missing items:
 - Door mat.....\$35.00
 - Table and chairs.....\$400.00
 - Dehumidifier\$400.00
 - Bell Fibre Op receiver.....\$300.00
 - Apartment key\$30.00

 - Total\$1165.00
16. Regarding the dehumidifier and the door mat, the landlord claimed that these items were purchased just before the tenant moved in and he submitted receipts showing that they had cost him \$32.05 and \$209.99, respectively.
17. Regarding the table and chairs, the landlord claimed that these items were approximately 10 years old. They have not yet been replaced and he submitted no receipts or quotes showing their replacement costs.
18. He also claimed that the tenant had taken his cable box, and he submitted a document from Bell showing that the replacement cost of that item is \$300.00.
19. The landlord also claimed that the tenant had not returned the key to the apartment and he was required to change the locks to the unit as a result. He is seeking \$30.00 in compensation. No receipt or quote was submitted at the hearing.

Analysis

20. I accept the landlord's claim that the tenant had removed these items from the rental unit. Given that he is having so much difficulty tracking her down, the prospects of having them returned seems slim and I find that he is therefore entitled to their replacement costs.
21. The landlord submitted receipts showing the costs of the mat, dehumidifier and the cable box, and I find that he is therefore entitled to an award for the replacement costs of those items. That amount comes to \$524.04.
22. No receipts or estimates were submitted showing what it would cost to replace the table and chairs and for that reason I find that the landlord is not entitled to an award.
23. Regarding the lock, although I accept the landlord's claim that the tenant had not returned the key to the unit, it is nevertheless expected that a landlord would change the locks after each tenant moves out for the security and safety of his new tenant. For that reason, I also find that the landlord is not entitled to an award.

Decision

24. The landlord's claim for the costs of replacing his missing possessions succeeds in the amount of \$524.04.

Issue 3: Cleaning - \$100.00

Relevant Submissions

25. Besides the issue with the missing items, the landlord complained that the unit was left in a dirty and filthy state.
26. He stated that he removed 3 bags of garbage and that he had to scrub dirt and filth in the apartment. No photographs were submitted at the hearing.
27. The landlord is seeking \$100.00 in compensation for 4 hours of his personal labour.

Analysis

28. I found the landlord's testimony concerning this portion of his claim to be vague and scant on details. And no photographs were submitted at the hearing to allow me to make a determination of the extent of the uncleanliness of the unit.

29. Based on this lack of evidence, I find that the landlord is entitled to compensation for 1 hour of his labour to remove garbage. Policy with this Section is that an applicant is entitled to \$19.40 in compensation for 1 hour of his labour.

Decision

30. The landlord’s claim for the costs of cleaning succeeds in the amount of \$19.40.

Issue 4: Security Deposit

31. The landlord stated that the tenant had paid a security deposit of \$300.00 on 17 December 2019. As the landlord’s claim has been successful, he shall retain that security deposit as outlined in this decision and attached order.

Summary of Decision

32. The landlord is entitled to the following:

a) Rent	\$800.00
b) Missing Possessions	\$524.04
c) Cleaning.....	\$19.40
d) LESS: Security Deposit.....	(\$300.00)
Total Owing to Landlord	<u>\$1043.44</u>

02 June 2020

Date


John R. Cook
Residential Tenancies Tribunal