

## Residential Tenancies Tribunal

Application 2024-0873-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:00 p.m. on 17-October-2024.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", did not attend via teleconference.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach her by telephone at the start of the hearing. 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 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 affidavit, stating that he had served the tenant with the notice of hearing electronically via email to [REDACTED] on 19-September-2024 (LL#1). The landlord submitted proof of sent email stated that he used this email address for communication with the tenant since the beginning of the tenancy. 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.
5. There was a written fixed term rental agreement which commenced on 1-August-2023 until 31-July-2024, which converted into month-to-month rental agreement. The tenant moved out on 18-October-2023. Rent was \$1200.00 per month, due on the 1<sup>st</sup> of each month. A security deposit was paid in November-2022, in the amount of \$750.00 as the tenant was renting another rental unit from the landlord at that time and is still in the landlord's possession.

6. The landlord amended his application to include hearing expenses of \$20.00.

### **Issues before the Tribunal**

7. The landlord is seeking:

- Compensation for inconveniences \$220.00;
- Rent paid \$1200.00;
- Hearing expenses \$20.00;
- Security deposit to be applied against any monies owed \$750.00.

### **Legislation and Policy**

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision is Section of the *Residential Tenancies Policy Manual*: 12-1: Recovery of Costs.

### **Issue # 1: Rent Paid \$1200.00**

#### Landlord's Position

10. The landlord stated that the tenant did not pay October rent. The landlord stated that he issued a termination notice to the tenant under sections 19 and 24 of the *Act*, claiming that the tenant's non-payment of rent and interference with peaceful enjoyment and reasonable privacy justified the issuance of a termination notice. The tenant vacated the property on 18-October-2023, which was the date specified in the termination notice as a move out date. The landlord submitted a rental ledger to support his claim (LL#2). The landlord is seeking rent to be paid in full for the outstanding rent of \$1200.00 for the month of October.

#### **Analysis**

11. I accept the landlord's testimony, as the tenant was not present or represented to provide her own testimony. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises. I accept the landlord's testimony that rent was not paid in October. Based on the evidence provided, I find that the tenant is responsible for outstanding rent till up until the date she vacated the premises on 18-October-2023. The outstanding amount is calculated as follows: the monthly rent of \$1200.00 multiplied by 12 months equals 1440.00; divided by 365 days results in a daily rate of \$39.45. For 18 days of October, the total outstanding rent amounts \$710.13.

## Decision

12. The landlord's claim for rent paid succeeds in the amount of \$710.13.

### **Issue # 2: Compensation for inconveniences \$220.00**

#### Landlord's position:

13. The landlord is seeking compensation for the inconvenience of \$220.00 caused by the tenant as follows:

- Cleaning \$120.00 – the landlord is claiming compensation for the cleaning the apartment. The landlord stated that the tenant cleaned the apartment, however left mess on the floor, and there was a strong pet odor throughout the apartment, which required thorough cleaning. The landlord submitted a receipt showing that he paid \$120.00 to a cleaner (LL#3) and stated that this amount covered approximately four hours of labor, as well as the chemicals used to eliminate the odor.
- Dump ride \$100.00 – the landlord is seeking reimbursement for the inconvenience of moving tenant's large furniture to the dump. The landlord stated that he waited 30 days for the tenant to retrieve her belongings, but when she did not return, he and his father removed the brown couch and one spare tire that were left outside the apartment to the dump. The landlord stated that the removal took about two hours for two people, including time spent at the property and travelling to the dump. The landlord noted that \$100.00 is a reasonable cost for this service and is seeking the reimbursement.

## Analysis

14. I accept the landlord's testimony, as the tenant was neither present nor represented at the hearing to dispute the claims. After reviewing the landlord's statements, I make the following findings:

- Cleaning \$120.00 – I accept the landlord's testimony that the tenant left the unit with pet odor and uncleaned floors. Based on the receipt provided by the landlord, I accept that he paid \$120.00 for cleaning services. I find that the landlord has sufficiently demonstrated his claim and will be awarded reimbursement of \$120.00 for the cleaning.
- Dump ride \$100.00 – I accept the landlord's testimony that the tenant left behind a couch and a spare tire outside the rental unit and that the landlord was inconvenienced by moving these items to the dump. I find that \$100.00 is a reasonable cost for this type of service, and therefore, I accept the landlord's claim for reimbursement of \$100.00 for the dump run.

## **Decision**

15. The landlord's claim for inconveniences succeeds in the amount of \$220.00.

### **Issue # 3: Hearing expenses \$20.00**

#### **Analysis**

16. Section 12-1 of the *Residential Tenancies Policy* states that in general, claimable costs may include the filing fee. The landlord paid \$20.00 for the application and is seeking reimbursement. The landlord submitted receipt to support their claim (LL#4). As the landlord's claim has been successful, the tenant shall pay the hearing expenses.

## **Decision**

17. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

### **Issue #4: Security deposit applied against monies owed \$750.00**

#### **Analysis**

18. Section 14 of the *Residential Tenancies Act, 2018* states:

#### **Security deposit**

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
  - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
  - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

19. As the landlord's claim for losses has been successful as per paragraphs 12, 15 and 17, the security deposit shall be applied against monies owed. Therefore, the landlord's claim for the security deposit will be applied against monies owed is successful. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest from 2022-2023 was 0% and is currently 1% for 2024.

## Decision

20. The landlord's claim for security deposit of \$755.96 to be applied against monies owed succeeds.

## Summary of Decision

21. The tenant shall pay the landlord \$194.17 as follows:

Compensation for inconvenience .....	220.00
Rent paid .....	710.13
Hearing expenses .....	20.00
<b>Less Security Deposit .....</b>	<b>755.96</b>
 Total .....	 \$194.17

October 22, 2024

Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office