

Residential Tenancies Tribunal

Application [REDACTED]

Decision 20-0470-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:15 pm on 18 January 2021 via teleconference.
2. The applicant, [REDACTED] in trust for [REDACTED] was represented at the hearing by [REDACTED] hereinafter referred to as "the landlord". The respondent, [REDACTED] hereinafter referred to as "the tenant", also participated.

Issues before the Tribunal

3. The landlord is seeking the following:
 - a. An order for a payment of rent in the amount of \$2650.00;
 - b. An order for a payment of "other expenses" totalling \$550.00; and
 - c. Authorization to retain the 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 are sections 15 and 18 of the *Residential Tenancies Act, 2018*.

Issue 1: Rent - \$2650.00

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered into a 1-year, fixed-term lease with the tenant, commencing 01 January 2020, and a copy of that executed agreement was submitted with her application. According to the lease, the rent was set at \$1425.00 per month, though the landlord stated that the rent was reduced to \$1325.00 after the tenant relinquished her parking spot. It is also acknowledged in the lease that the tenant had paid a security deposit of \$993.75.
7. The landlord stated that the tenant had sent her a termination notice on 21 July 2020 in which she stated that she is terminating their lease at the end of August 2020 as she had to move in with and take care of sick relative. The tenant vacated on 30 August 2020.
8. With her application, the landlord submitted a copy of her rent records and she pointed out that the rent cheques that the tenant had issued her for July and August 2020 were returned for the reason of "not sufficient funds" (NSF).
9. She is seeking an order for a payment of rent in the amount of \$2650.00 for those 2 months (\$1325.00 x 2 months).

The Tenant's Position

10. The tenant did not contest the landlord's version of events and she acknowledged that she owes \$2650.00 in rent for July and August 2020.

Analysis

11. As the tenant acknowledged that she had not paid her rent as required and as she did not dispute the landlord's records, I find that the landlord is entitled to an order for payment of rent in the amount of \$2650.00 for the months of July and August 2020.

Decision

12. The landlord's claim for a payment of rent succeeds in the amount of \$2650.00.

Issue 2: "Other Expenses" - \$550.00

Relevant Submissions

The Landlord's Position

13. The landlord stated that after the tenant moved out, she was required to do some cleaning, she had to repair a wall and she claimed that the tenant had failed to return some keys to her. She submitted the following breakdown of the costs she incurred to rectify those issues:

- Dirty Fridge.....\$100.00
- Apartment keys\$100.00
- Entrance fob.....\$100.00
- Mailbox keys\$100.00
- Wall repair/paint\$150.00

- Total\$550.00

14. Regarding the refrigerator, the landlord pointed to 2 photographs she had submitted with her application showing the inside the refrigerator and she pointed out that the shelves had not been cleaned and that there was some dirt in one of the crispers. The landlord pointed out that, according to Schedule "B" of their lease, the tenant would be charged \$100.00 for each appliance that was left dirty after she vacated.
15. She also pointed out that Schedule "B" also states that the tenant would be charged \$50.00 for each apartment key, entrance fob or mailbox key she failed to return. The landlord stated that no keys were returned to her after the tenants moved out and she is seeking \$100.00 for the 2 apartment keys, \$100.00 for the 2 entrance fobs and \$100.00 for the 2 mailbox keys.
16. The landlord also pointed to 2 other photographs showing a wall in the rental unit and she complained there were scuff marks on that wall which had been caused by the tenant's couch rubbing up against the wall. The landlord stated that that wall has been repaired by her resident manager and she submitted an e-mail quote from him in which he writes that it would cost \$45.00 to purchase the paint and it would take 2 hours to carry out the work. No other receipts were submitted by the landlord.

The Tenant's Position

17. The tenant acknowledged that the landlord's photographs do show that the refrigerator is dirty and she also acknowledged that Schedule "B" of her lease states that she would be charged \$100.00 for a dirty appliance.
18. Regarding the keys, the tenant stated that some of the keys the landlord claimed are missing were left in the apartment by her friend and she claimed that she had sent the remaining keys to the landlord by mail. No receipt or tracking history was submitted by the tenant to corroborate that claim.
19. The tenant also acknowledged that the landlord's photographs do show that there are some marks on the wall and she acknowledged that that damage was caused during her tenancy.

Analysis

20. The tenant did not contest the landlord's claim that the refrigerator had not been adequately cleaned and she acknowledged that in her lease she had agreed to

pay \$100.00 if any appliances were left dirty. Accordingly, that part of the landlord's claim succeeds.

21. I also accept the landlord's claim that the keys had not been returned to her. Schedule "B" does not state that there is a \$50.00 charge for each key, though. Rather, it states that there is a charge of \$50.00 for "replacements or keys not returned". I find that the landlord is entitled to \$50.00 for the replacement of the apartment keys and fobs (line 11) and another \$50.00 for the replacement of the mailbox keys (line 12).
22. The tenant also acknowledged that the wall had been damaged during her tenancy and I again find that the landlord is entitled to compensation. According to her quote, it would take 2 hours to carry out the repairs and I therefore find that she is entitled to \$40.30 for labour (policy with this Section is that a landlord may claim up to \$20.15 per hour for their personal labour). Although the resident manager gave her a quote of \$45.00 to purchase a gallon of paint, only a portion of that paint would be required to cover the affected area. I therefore award the landlord \$20.00 for materials.

Decision

23. The landlord's claim for "other expenses" succeeds in the amount of \$260.30, determined as follows:

• Dirty Fridge	\$100.00
• Apartment keys/fob	\$50.00
• Mailbox keys	\$50.00
• Wall repair/paint	\$60.30
• Total	<u>\$260.30</u>

Issue 3: Hearing Expenses

24. The landlord submitted a hearing expense claim form and receipt showing that she had paid a fee of \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Issue 4: Security Deposit

25. It is acknowledged in the lease that the tenant had paid a security deposit of \$993.75. As the landlord's claim has been successful, she shall retain the security deposit as outlined in this decision and attached order.

Summary of Decision

26. The landlord is entitled to the following:

- a) Rent Owing \$2650.00
- b) Other Expenses \$260.30
- c) Hearing Expenses \$20.00
- d) LESS: Security Deposit (\$993.75)
- e) Total Owing to Landlord \$1936.55

16 April 2021

Date

John R. Cook
Residential Tenancies Tribunal