

Residential Tenancies Tribunal

Application [REDACTED]
[REDACTED]

Decision 22-0597-05

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 1:58 pm on 05-July-2022.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference
4. The landlord presented a witness, [REDACTED] hereinafter referred to as “the landlord’s witness.”
5. The tenant presented a witness, [REDACTED] hereinafter referred to as “the tenant’s witness1.”
6. The tenant also submitted a sworn statement from [REDACTED] hereinafter referred to as “the tenant’s witness2.”

Preliminary Matters

7. The landlord presented an affidavit (LL#01) stating that he served the tenant with notification of the hearing on 24-March-2022 electronically, there was a postponement and Residential Tenancies then served both parties notice on 11-June-2022. The tenant confirmed notification as stated.
8. The tenant presented an affidavit with notification of her counter-claim to the landlord (TT#02) on 20-June-2022 electronically. The landlord confirmed receipt of notification as stated.
9. The landlord amended his application, he had listed compensation for inconvenience \$190.00, he said that this was for the replacement of a garbage box and wanted it included in compensation for damages. This increased the compensation for damages claim from \$848.51 to \$1,048.51.

Issues before the Tribunal

10. The landlord is seeking:
 - Compensation for damages \$1,048.51
 - Late fee \$5.00
 - Security deposit applied to monies owed \$1,500.00

11. The tenant is seeking:
 - Security deposit refunded \$1,460.00
 - Rent refunded \$5,000.00
 - Compensation for inconvenience \$400.00
 - Compensation for damages \$164.23

Legislation and Policy

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

13. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions, Section 14: Security deposit, Section 15: Fee for failure to pay rent, and Section 16: Rental increase, as well as, Residential Tenancies Policy 9: Claims for compensation.

Issue 1: Compensation for damages \$1,048.51

Landlord's Position

14. The landlord provided a rental agreement (LL#02). He said that they had a term agreement from 01-December-2020 until 30-November-2021. He said that the tenant actually moved in on 06-December-2020, and he gave her a reduction in rent for the first month because the house wasn't ready. The tenant pays \$2,000.00 per month and her rental period is from the first day of the month until the last, rent is due in full on the first day. The landlord said that the tenant paid a security deposit of \$1,500.00 on 09-August-2020. He said that he refunded \$641.49 on 10-December-2021 and he retained the remaining \$858.51.

15. The landlord said that the tenant didn't wish to renew her lease and that he gave her a termination notice for the end of the lease. She moved out on 30-November-2021.

16. The landlord provided the list of damages that he is seeking compensation for (LL#15), as follows:

Damage	cost
Cleaning 5 hours @ \$20.75	103.75
Replace missing towel rod	42.54
Replace house numbers	17.22
Paint touch up	100.00
Replace cabinet light rail	250.00
Pest control	345.00
Replace garbage box	190.00

Total	1,048.51
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17. The landlord said that they had to do additional cleaning after the tenant left. He said that they had to clean windows, walls, vents, baseboards, light fixtures, blinds as well as some garbage was left in the yard. He said his mother and father completed this work, it took them 5 hours and they charged him the personal rate of \$20.75 per hour. He provided pictures (LL#03) of what required cleaning. He is seeking \$103.75. He provided a receipt from [REDACTED] (LL#04) dated 02-December-2020 to show that the house was cleaned professionally prior to the tenant moving in. The landlord's witness said that she asked the cleaners hired by the tenant what they were told to clean and they said the cabinets, floors and appliances.
18. The landlord provided emails (LL#05) between himself and the tenant for 01-December-2021 where he is informing the tenant of what is still required to be cleaned and he is asking her to have her cleaners complete this cleaning.
19. The landlord said that there was a towel rack from the downstairs bathroom that was missing. He replaced it and provided a receipt from Kent (LL#06) for \$36.99 + \$5.55 tax totaling \$42.54.
20. The landlord said that he had a garbage box out next to the road. He said that the civic address was on the original box. He said that the tenant replaced the garbage box but there were no numbers on the new box. He said that the numbers are essential for fire and rescue to be able to identify the property. He provided a receipt for the cost of the replacement (LL#06) for \$17.21. He said that the emails sent to him by the tenant for the garbage box he did not receive.
21. The landlord is claiming \$100.00 to touch up the paint where it was damaged by the baby gate and t.v. mount. Pictures provided (LL#07, LL#08 & LL#09). The landlord said that the house was fully painted one year prior to the tenant moving in. The paint is currently 2 years old when she moves out.
22. There was a burn mark on the cabinet window. He hasn't had this fixed and would like to remove this from the claim.
23. The landlord is seeking reimbursement for pest control. He provided the receipt (LL#10). The landlord points out the notes on the billing that the home was not prepped for the application of the spray, so they were only able to spray outside and that there was no bug activity noted. He said that she had complained of the bugs and he had the exterminator come in, then she didn't do the prep work and also, the exterminator didn't find bug activity. He said that she was forcing this because she was trying to get out of the lease, it wasn't necessary, and she should have to pay for it. The landlord's witness said that she didn't notice any bugs at the house.
24. The landlord is also seeking reimbursement of the garbage box. The tenant took the box she had purchased and he bought another one. Receipt provided (LL#11); \$190.00.

Tenant's Position

25. The tenant confirmed the terms of the rental agreement as stated by the landlord. She said that she couldn't move in on 01-December-2021 due to issues with the house

requiring cleaning from the previous tenant and the landlord gave her a reduced rent for the first month. She said there was further issues with the smell of cat urine under the stairs, she said that the landlord offered to take care of this, but she would have to wait longer to move in, therefore, she cleared this up herself. She agreed that she didn't want to renew the lease and said that the landlord wouldn't release her from the contract early; so she also gave notice for 30-November-2021 and moved.

26. The tenant said that her and her mother cleaned the home and then she paid a cleaner. She said that when the cleaners finished they were asked to go back in for the areas missed. She said that the pictures provided by the landlord are of the areas that her cleaners went back in to clean. She provided the receipt from the cleaner (TT#02) and she said that they gave her a better rate because they had missed some of the areas on the initial clean. She also included an email from the landlord (TT#03) saying he had let the cleaners in to complete the cleaning. She included the text with the landlord's mother (TT#04) and pointed out that she only listed two areas to be cleaned: behind the washer and dryer the downstairs hall.
27. The tenant said that the towel bar wasn't anchored in the wall correctly and in a washroom that she didn't use. She said the bar was laid against the wall. She acknowledges that it is possible that one of the cleaners could have thrown it out when cleaning. She doesn't dispute paying for the bar, however, she provided two advertisements for a similar item costing \$15.46 (TT#05) and \$5.19 (TT#06). She questions why the landlord would have paid such a high cost for a replacement bar.
28. The tenant provided emails that she had sent the landlord (TT#07) about the condition of the garbage box. In those emails she is telling him that the box is damaged and needs to be replaced because the inside was open to the ground and they were getting rodents. She said that the emails were, for the most part, unanswered. She tells him in the email thread that she hadn't heard back from him and she went ahead and purchased a new box for \$100.00 and that he can reimburse her for it later. She has also included the purchase arrangements (TT#08). The original box was hit by a plow and she submitted pictures of the interior of the original box (TT#09). She said that there were no numbers on the original bin. She said she had her mother do numbers on a plate that she put on, however, they did come off. She said she could have left the destroyed bin there had she realized that they weren't going to cover the cost of the new bin. The tenant's witness also stated that there was a lot of damage to the original garbage box and he said that the first time he came to the home he had trouble finding it because there were no numbers on the box.
29. The tenant points out that there was a few areas requiring paint touch ups. She said that they were plastered by her father and just required paint. She said that the reason she is requesting her security deposit less \$40.00 is to accommodate this work being completed by the landlord. She said that they would have done it but couldn't find paint to match the wall with the left over paint. She said her father included this in his witness statement (TT#25). Paragraph 5 says that he did the spackle touch ups.
30. The tenant disputes that there was no bug activity and provided a message thread with a former renter (TT#12) where the former renter was stating that she had also made the landlord aware of the bugs issue and that nothing was done. The tenant said that the landlord gave her incorrect direction (TT#13) that he had told her to remove belongings from the exterior walls and then later said that belongings had to be removed from all walls. She said that by the time he finally had this done, she was in the process of moving and felt he could have waited until she moved. She also provided pictures of the

bugs in the house (TT#14). She also disputes that the landlord's witness said that she didn't see any bugs in the house, the tenant believes that she is a better judge of this because she actually lived in the house. The tenant's witness also stated that there was an excessive amount of bugs in the house.

31. The tenant said that she offered for the landlord to purchase her garbage box, he never responded.

Analysis

32. The landlord is claiming a personal rate for his parents to clean for 5 hours @ \$20.75 per hour totaling \$103.75. It is the responsibility of the tenant to leave the rental in the condition that it was in when she first rented. The tenant stated that she and her mother cleaned the house and then she had additional cleaning completed by a cleaning company. She indicated that the landlord and his mother informed her that the cleaning company had left work undone and she then had the cleaning company go back in and complete this work. I accept that the tenant had taken the necessary steps to ensure that this work was completed and that although additional cleaning may have occurred after the fact, the tenant is only responsible to return the house in the same condition not pristine condition. The landlord's claim for cleaning fails.
33. The landlord is seeking \$42.54 for the replacement of a missing towel rod. The tenant doesn't dispute that the towel rod might have gone missing, paragraph 27. Her dispute is with the cost of the rod. She believes that a similar rod could have been purchased at a dollar store. She provided two separate ads showing this type of rod for \$5.19 and \$15.46. As there is no dispute that the rod has gone missing and as the landlord provided a receipt showing he did pay \$42.54, his claim for \$42.54 is successful.
34. The landlord is seeking \$17.21 to replace the numbers on the garbage box. He is also seeking \$190.00 for the replacement of the missing box. He said that there were numbers on the original box and that the tenant's replacement box didn't have numbers, which are necessary for fire and rescue response. The tenant and her witness say that there were no numbers on the box, the box was damaged and the box was further destroyed when hit by a plow. The tenant purchased a replacement box. The community expects the provision of the garbage bins and that the civic numbers be visible. According to Section 10 of the Residential Tenancies Act, 2018, it is the responsibility of the landlord to maintain the premises in a good state of repair. The landlord is responsible to replace the original garbage bin, as it not only contains the garbage in accordance with the community bylaws, it also identifies the property number in the event of an emergency for police, fire and rescue. The landlord's responsibility is as follows:

Statutory conditions

10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. *Obligation of the Landlord* -
 - (a) *The Landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.*

35. The tenant is not responsible for the replacement of the garbage bin or the numbers.
36. The landlord is seeking \$100.00 for the cost of painting the walls impacted by the t.v. and baby gate. The tenant said that she and her father had spackled this area and that it only required painting. She doesn't agree that this would have taken that long and she acknowledges in her claim \$40.00 for this inconvenience because they didn't do the painting. I accept that the actual painting of the wall may not take that long, however, in consideration of the need for more than one coat, the cost of paint and the time to set up and put things away, I agree with the landlord that \$100.00 is a reasonable cost that equates to less than 5 hours work. The landlord's claim for \$100.00 for painting succeeds.
37. The landlord is seeking \$345.00 for the cost of pest control. He believes that the tenant wanted out of her contract and was using this issue, he said that when the exterminator reported that there wasn't any bugs and that the interior of the home wasn't prepared for their arrival which resulted in some of the work not being done. The tenant puts forth a number of pictures of bugs, she provided a witness and texts from a previous tenant stating that there was an unusually large number of bugs. She also acknowledges that she was in the process of moving and she believes the landlord gave her misinformation on the preparation of the home and that it wasn't a priority for her because she was moving. The question remains, was this a frivolous expense or was it necessary but the tenant didn't do the preparation adequately? In either event the landlord paid for an extermination that was either unnecessary or unsuccessful, the tenant made a complaint to the landlord and he complied with resolving the issue, however her lack of preparation meant that the landlord paid to have the outside of the home sprayed but not the inside where the bugs are a nuisance. The landlord's claim succeeds and the tenant will pay for this expense totaling \$345.00.

Decision

38. The landlord's claim succeeds as follows:

Towel rod	\$42.54
Painting	100.00
Exterminator	<u>345.00</u>
Total	<u>\$487.54</u>

Issue 2: Late fee \$5.00

Landlord's Position

39. The landlord submitted a rent ledger (LL#11). He indicated that he received the rent for October 2021 on the 2nd day of October 2021 he provided the e-transfer messages (LL#12) showing receipt of the rent money on 02-October-2021; he would like to apply a \$5.00 late fee.

Tenant's Position

40. The tenant disputes this charge. She provided documentation (TT#15 & TT#16) showing that the money transferred out of her account on 30-September-2021, as well as, the emails between herself and the landlord discussing the applied late fee on 02-October-2021. The tenant said that she frequently paid rent early and that this rent was sent from her account the day before it was due and she should not be held liable for delays with his banking.

Analysis

41. Section 15 of the *Residential Tenancies Act, 2018*: states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

42. The amount set by the minister is \$5.00 for the first day and \$2.00 for additional days up to a maximum of \$75.00. Therefore upon initial observation it appears that the landlord is setting the fee appropriately, however, upon review of the tenant's testimony and evidence, it is apparent that the tenant's financial institution did pay the rent on the 30th day September. The landlord's institution did not process the payment until the 2nd day of October. The timely processing of the payment by the landlord's financial institution is not the responsibility of the tenant. The landlord's claim for late fees fails.

Decision

43. The landlord's claim for late fees fails.

Issue 3: Security deposit retained against monies owed \$1,500.00

Landlord's Position

44. The landlord is seeking to retain the security deposit against monies owed. He stated in paragraph 14 that that he refunded \$641.49 on 10-December-2021 and he retained the remaining \$858.51.

Analysis

45. The landlord is still in possession of \$858.51 of the tenant's security deposit. It has been determined in paragraph 37 that the landlord has been successful for damages totaling \$487.54. The landlord shall therefore reimburse the tenant \$370.97 of her security deposit and retain \$487.54: as follows: $\$858.51 - \$487.54 = \$370.97$.

Decision

46. The landlord shall retain \$487.54 for damages.

Issue 4: Security deposit refunded \$1,460.00

Tenant's Position

47. The tenant is seeking her security deposit refunded. She is in agreement with the landlord retaining \$40.00 to do the patch of painting due to the t.v. and baby gate, she acknowledges that she has received \$641.49 and she is requesting the remaining \$818.51 be returned.

Analysis

48. It has been determined in paragraph 45 that the landlord has been successful for damages totaling \$487.54. The landlord shall therefore reimburse the tenant \$370.97 of her security deposit and retain \$487.54: as follows: $858.51 - 487.54 = 370.97$.

Decision

49. The landlord shall retain \$487.54 for damages and return \$370.97 to the tenant.

Issue 5: Rent refunded \$5,000.00

Tenant's Position

50. The tenant said that when they moved into the home, in December, the upstairs bathroom had a strong smell of sewer gas. They had told her to run water because maybe the trap was dry. The tenant said that she believed that the washroom was installed by the landlord.
51. The tenant provided an email between herself and the landlord (TT#17) where she is wondering if the house has a septic tank and when was it last emptied. He says that it does have a septic and he doesn't know when it was last drained. She also provides another thread (TT#18) from January – March requesting something be done about the septic, the smell of sewer gas and that she is unable to use a large section of the house due to the issue. She also provided, as a point of information, a document on the hazards of sewer gas exposure (TT#19).
52. The tenant also points out that her conversations with the former tenant, who lived at the property in 2019 (TT#12), this tenant also had issues with the sewer gas and she said that they brought it up for about a year and then nothing was done to rectify the issue.
53. The tenant's witness said when he was in the loft area the smell of sewer gas was incredibly strong. He said you couldn't be in the area and they had to keep the door closed. He said he was there when the plumber arrived to check out the area and they cut a hole behind a mirror and discovered that the vent was in the wall, he said he is a realtor and that this would be against code to vent into a wall. He said that the plumber told him the vent needing to be vented into the ceiling.

54. The tenant said the smell was constant and they had to keep the door to the washroom closed. Eventually the smell started coming through all the vents. A plumber was brought in and there was a valve that was venting into the walls, she said when he placed his hand over the gas the gas pressure pushed his hand away. She said that the landlord did have it pumped on New Year's Eve.
55. The tenant said that the sewer gas was venting into the house for months after the tank was emptied. She said that after it was pumped they discovered that there was no wax seal on the bathroom toilet so they were still having issues. She submitted emails to the landlord saying that the issue was ongoing (TT#18) the emails show she repeatedly tried to contact him between January and the end of March.
56. They were unable to use the upstairs loft and the smell was still seeping into other rooms. There were emails provided (TT#21). On 26-March-2021 the landlord says he is having a plumber come look at the issue. She said the plumber came in April and corrected the issue with the missing wax seal.
57. The tenant said that the landlord was aware of the issue since 2019 according to the other tenant. The tenant said a babysitter (who knew the previous tenant) told her that these issues were ongoing and gave her the contact information for the previous tenant.
58. The tenant said that she is seeking \$5,000.00 for half the rent for 5 months. She said that the ongoing issues with the sewer gas and also the issue with the bugs meant that they couldn't use half of the house month for a 5 month period from the time she moved in in December until April.

Landlord's Position

59. The landlord said that he didn't install the washroom and that this work was done by a plumber.
60. The landlord said that he never received the emails. He said until 26-March-2021 he was unaware there was an issue and that he did have a plumber attend to it in April. He said that there was a secondary issue with the wax seal. He said there was a seal there, however, it did need to be replaced.
61. He also thinks it is ridiculous that issues with former tenants have been brought forward, he said that they did have an issue and he had Bishop's plumbing attend to the issue. The plumber reported that there was no water in the upstairs toilet and it was causing a smell due to lack of use. This was in November 2019.
62. The landlord is not disputing that there was an issue with the sewage gas, he does point out that whenever he was made aware any issues, he had a plumber come and look at the problem.

Analysis

63. According to Section 10 of the Residential Tenancies Act, 2018,

Statutory conditions

10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. ***1. Obligation of the Landlord -***
 - (a) ***The Landlord shall maintain the residential premises in a good state of repair and fit for habitation*** during the tenancy and shall comply with a law respecting health, safety or housing.
 - (b) ***Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the residential premises.***

64. It is solely the responsibility of the landlord to maintain the premises. I accept that the landlord did take action when made aware of the issues, however, with that being said the issues continued, they continued after the first tenant made him aware, they continued after this tenant brought it to his attention and once the tank was emptied, the issue still continued due to the secondary issue with the wax seal. The tenant's rent was set for the entire house, however, due to the ongoing issues, she has shown that she was unable to use a large part of the home. Their lives were impacted, the plumber told her that sewage gas was unsafe for her and her family, the smell of the sewage gas seeped through the vents and they were confined to the parts of the house where the smell wasn't prevalent.
65. The tenant attempted to mitigate this issue by reaching out to the landlord repeatedly over this time period but he stated he wasn't receiving the messages. Section 16 (5) and (6) of the *Residential Tenancies Act, 2018* state

Rental increase

16.(5) Where a landlord discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment of the residential premises, the value of the discontinued service, privilege, accommodation or benefit is considered to be an increase in the amount of rent payable.

- (6) ***The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).***
66. As the tenant stated, the ongoing issue with the sewer gas meant that they were unable to use large portions of the house. They were restricted to the rooms that were not impacted by the smell. In this instance, the tenant is paying full price for a partial house, which is not what is agreed to in the rental agreement. She had an agreement for \$2,000.00 a month for a full house, however she was only benefiting from the use of a portion of the home. This would be considered a rent increase. The landlord is required to give a tenant 6 months' notice of a rent increase and is also not permitted to increase the rent in the first 12 months.
67. As the reduction in the tenant's enjoyment and use of portions of the house is considered a rent increase and as per Section 16 (6) the Director can value that improper rental increase and order an appropriate refund. I accept the tenant's assessment of half of the rent for a 5 month period and find her claim for rent refunded \$5,000.00 to be successful.

Decision

68. The tenant's claim for rent totaling \$5,000.00 succeeds.

Issue 6: Compensation for inconvenience \$400.00

Tenant's Position

69. On New Year's Eve when the septic tank had to be emptied, the person who emptied the tank said it was full and hadn't been emptied in about 13 years. The plumber said it was very dangerous for them to stay in the house with the sewer gas smell.

70. She said that they stayed in her parents' house for two nights on New Year's Eve and New Year's Day. She said that her parents were out of town and when they returned, she took her children and went back into the house. She is requesting \$400.00 for the inconvenience and she said that this would have been more expensive if they had to book a hotel for the nights of New Year's Eve and New Year's Day.

Landlord's Position

71. The landlord said he shouldn't be responsible for the cost of her having to leave the house that she was expected to have renter's insurance and this should be used to cover the expense of requiring a place to stay while the septic was being pumped.

Analysis

72. The tenant had to move herself and family to her parents' home during the New Year's period. She said that she valued the inconvenience at \$200.00 per night based on her belief that a hotel room rental would be expensive during the Christmas season. She said that she moved her family because she was informed that the sewer gas was dangerous.

73. I acknowledge that the landlord stated that there is an expectation that the tenant would have carried renter's insurance to cover this issue. However, in light of the request for \$400.00 and that an insurance deductible would typically exceed this amount, this is not a viable solution.

74. The tenant and her family were without the use of the rental property for the two days, they were inconvenienced and it was unsafe for them to stay in the home. The landlord collected rent for a service that was not provided. I find the tenant's claim for \$400.00 acceptable and it shall succeed.

Decision

75. The tenant's claim for inconvenience totaling \$400.00 succeeds.

Issue 7: Compensation for damages \$164.96

Tenant's Position

76. The tenant said that the former tenant used the underneath of the stairs for the cat litter and there was an ongoing issue of cat urine smell. The tenant said that they used Kilz restoration primer this paint is specifically used to blocks odors. She said it took a couple of hours to do the work and they applied two coats; she is seeking 2 hours personal labor. She provided an advertisement showing it costs \$47.47 for one tin (TT#22). She acknowledges that the landlord did try to clean it but the smell was still there. The tenant's witness said that they could smell the cat urine under the stairs and that they tried to clean it but eventually had to paint it to get rid of the smell.
77. She also went without water for a couple of days. The landlord said it would take a few days to get a plumber in, so her father came over and completed the repair. She provided the receipt for the filter they had to purchase (TT#23) \$9.99 + tax = \$11.49. The remainder is for 3 hours personal labor.
78. The tenant's claim is for repairs they completed as follows:
 - Paint \$47.47
 - Filter 11.49
 - Personal labor 5 @ \$21.20 = 106.00
 - Total \$164.96

Landlord's Position

79. The landlord said that the former tenants did use under the stairs for the kitty litter. He said that there isn't flooring there just concrete and his mother cleaned this thoroughly.
80. The landlord said that he did speak with the tenant's father when they had an issue with the water, he did agree that he would clear the sediment out of the tank. There was no request for payment before this hearing.

Analysis

81. The tenant acknowledges that the claim is for their cost to repair damage, not damage to her property.
82. Although there was no prior agreement for the cost of the repairs completed by the tenants. The amount sought is in direct relation to the cost of the products and time for personal hours. I accept this assessment and the tenant's claim is successful in the amount of \$164.96.

Decision

83. The tenant's claim succeeds in the amount of \$164.96.

Issue 8: Hearing expenses reimbursed

84. The landlord submitted the receipts for \$20.00 for filing and the cost of notarizing his documents \$36.75 (LL#14) as per Policy 12 if an award does not exceed the amount of the security deposit, hearing expenses related to the filing fee will not be awarded. The landlord's award was less than the security deposit.
85. The tenant submitted for the cost of her \$20.00 application fee (TT#24) and pursuant to Policy 12 as both parties were awarded an amount, the amount of filing fees will be set off and the tenant is also not entitled to reimbursement of the filing fee.

Summary of Decision

86. The landlord shall retain \$487.54 for damages and return the remainder of the security deposit to the tenant.
87. The landlord shall pay the tenant \$5,935.93, as follows:
 - Security deposit \$370.97
 - Rent refunded \$5,000.00
 - Inconvenience 400.00
 - Compensation for repairs 164.96
 - Total..... \$5,935.93

July 22, 2022

Date

