

Residential Tenancies Tribunal

Application 2022 No. 59NL

Decision 22-0059-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:04 AM on 16 May 2022 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as “the tenant”, was also attendance.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of \$233.69 in compensation for inconvenience and missing possessions,
 - An order for a payment of rent in the amount of \$700.00, and
 - An order for a payment of late fees in the amount of \$75.00.

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 case is section 15 of the *Residential Tenancies Act, 2018*.

Issue 1: Rent - \$700.00

Relevant Submissions

The Landlord's Position

6. The landlord stated that, on 12 November 2021, she had entered into a verbal agreement with the tenant to rent a room in her home for \$700.00 per month. No security deposit was collected.
7. On 30 November 2021 the tenant informed the landlord that she would be moving out in 60 days, but she vacated the premises on 23 December 2021.
8. The landlord stated that she had received no rent for December 2021 and she is seeking an order for a payment of that month's rent—\$700.00.

The Tenant's Position

9. The tenant stated that she had paid her rent for December 2021 sometime in November. She testified that this was a cash payment and that no receipt was issued.

Analysis

10. I accept the landlord's claim that she had received no rent for the month of December 2021, and the tenant presented no evidence to the Board, e.g., a receipt, to substantiate her claim such a payment had been made. As such, the landlord's claim succeeds.

Decision

11. The landlord's claim for a payment of rent for December 2021 succeeds in the amount of \$700.00.

Issue 2: Late Fees - \$75.00

12. The landlord has assessed late fees in the amount of \$75.00.

Analysis

13. 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.*

14. The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

15. As the tenant has been arrears since 02 December 2021 the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

Decision

16. The landlord's claim for late fees succeed in the amount of \$75.00.

Issues 3: Inconvenience and Missing Possessions - \$233.69

Relevant Submissions

The Landlord's Position

17. With her application, the landlord submitted the following list of items, along with their replacement value, which she stated were removed by the tenant from the rental property when she vacated:

• Yoga mat.....	\$39.98
• Coffee tumbler.....	\$34.99
• Frying pan	\$12.00
• Book.....	\$21.77
• Shovel	\$29.38
• Dumbbells	\$17.67
• Towel	\$7.87
• Pepper grinder	\$9.99
• Toothpaste	\$2.25
• Mouthwash.....	\$10.14
• Cleaner	\$6.77
Total.....	\$192.81

18. The landlord stated that she has not replaced any of these items and no receipts or quotes were submitted with her application to corroborate the identified costs.
19. In addition to these missing items, the landlord complained that the tenant had not returned her keys to her when she moved out and she was required to have the locks changed, at a cost of \$20.88. No receipt was submitted with her application.

20. The landlord also stated that the tenant had not cleaned her room before she moved and she claimed that she had found dog feces on the walls. The landlord is seeking \$20.00 as compensation for her time cleaning the tenant's room. No photographs were submitted with her application.

The Tenant's Position

21. The tenant acknowledged that she had taken the landlord's shovel and the coffee tumbler. She denied, though, that she had taken any of the other items listed here.
22. With respect to the keys, the tenant claimed that she had left the keys in the landlord's mailbox, as requested, and she denied that her room needed cleaning or that there was any feces on the walls.

Analysis

23. Except for the tumbler and the shovel, no evidence was presented at the hearing to establish that the tenant had been provided with the above listed items as part of her rental agreement, or to establish that they had been taken by her when she vacated. As such, the landlord's claim for a return of those items, or for an order for the costs of replacing them, does not succeed.
24. Regarding the tumbler and the shovel, although no quotes or receipts were submitted with the application, I find that an award of \$20.00 for the costs of their replacement is fair.
25. Regarding the locks, it is expected that a landlord would change the locks at a rental unit after the end of every tenancy for the safety and protection of any new tenants. As such, this portion of her claim does not succeed. And as no photographic evidence was submitted showing the condition of the tenant's room after she vacated, that claim also fails.

Decision

26. The landlord's claim for the costs of her missing possessions succeeds in the amount of \$20.00.

Issue 4: Hearing Expenses

27. The landlord submitted a hearing expense claim form with her application as well as a receipt for \$20.00 for the costs of filing this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.


Summary of Decision

28. The landlord is entitled to a payment of \$815.00, determined as follows:

a) Rent Owing	\$700.00
b) Late Fees	\$75.00
c) Missing possessions	\$20.00
d) Hearing Expenses	\$20.00
e) Total	<u>\$815.00</u>

20 October 2022

Date


John R. Cook
Residential Tenancies Tribunal