

Residential Tenancies Tribunal

Application 2022-No.184-NL

Decision 22-0184-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:15 a.m. on 13-June-2022.
2. The applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "landlord1 and landlord2" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" did not attend.

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 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 (LL#01) with their application stating that another staff had served the tenant with notice of the hearing, in person, on 11-March-2022. 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.

Issues before the Tribunal

5. The landlord is seeking
 - Compensation for damages \$6,419.75
 - Hearing expenses reimbursed \$20.00

Legislation and Policy

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

7. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions, Section 21: Notice where premises uninhabitable and Section 31: Abandonment of residential premises by tenant.

Issue 1: Compensation for damages \$6,419.75

Relevant Submissions

8. Landlord1 presented the lease agreement (LL#02) with the tenant. She said that the tenant had moved in on 16-June-2017. The tenant has a monthly agreement, she pays \$263.00 for rent and there is a heat subsidy included with her agreement. The rental period is from the 1st day of the month until the last. Rent is due in full on the first day of every month. The tenant did not pay a security deposit.
9. Landlord1 said that the tenant's agreement ended on 14-December-2021. She said that there had been ongoing issues with the tenant concerning housekeeping and the upkeep of the unit. She said in June 2021 a friend of the tenant contacted them to say that the locks need to be changed. The friend said that there are people in the unit and there are needles everywhere.
10. Landlord1 said that they did a check on the unit, it was open and left unsecure. At that time they locked the doors and left a note for the tenant to contact them about regaining access into the unit.
11. A few days later the landlord went back to the unit and found a person asleep in there. When the sleeping person was questioned, he said he entered through the window. The landlord also found a cat abandoned at the unit. They contacted humane services for the cat. They then closed all the windows and locked the unit once again.
12. There was contact with the tenant up until September in an effort to get her back into her unit.
13. An adjoining unit had a fire in December 2021. At that time they were trying to provide accommodations to individuals who were in units close to the fire. It was at this time, that they realized that they had the keys to the unit, belonging to the tenant, since June 2021, with no contact from the tenant since September. At that time they put up an abandonment notice on the unit 13-December-2021. On 14-December-2021 they took the unit back and closed the tenant's account.
14. On 15-December-2021 landlord2 said he went into the unit to assess the condition. When he entered he said it was very dirty, there was piles of clothing and belongings throughout the unit, there was cat feces and drug paraphernalia. Included in the drug paraphernalia were cookers, signs of cocaine use, blood splatters on the wall created by the spray from injecting drugs, and dirty needles. They provided pictures of same (LL#03).

15. Landlord2 said that it was his recommendation to bring in Belfor. Belfor has the contract with the landlord to deal with biohazard clean-up of the rental units. Landlord2 said in addition to the house, there is a garage, the garage was locked and once he gained access, it was determined to be in the same condition.
16. The landlord provided the invoice (LL#06) for the clean-up of the house and garage, the costs are as follows:
- House \$3,952.44
 - Taxes..... 592.87
 - Garage 1,629.95
 - Taxes 244.49
 - Total \$6,419.75
17. The landlord also provided a letter given to the tenant with the cost of repairs invoiced (LL#05).
18. Landlord2 indicated that there were holes in the wales shown in the pictures (LL#03), he said that within reason, they repair damages without charge to the tenants.
19. The landlords are requesting full reimbursement for the cost of clean-up of the rental unit and garage, totaling \$6,419.75.

Analysis

20. Under Section 10.(1)2. of the *Residential Tenancies Act, 2018* the tenant is responsible to keep the premises clean and to repair any damage caused by a willful or negligent act.

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:

2. Obligation of the Tenant - The tenant shall keep the residential premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.

Accordingly, in any damage claim, the applicant is required to show:

That the damage exists;

That the respondent is responsible for the damage, through a willful or negligent act;

The value to repair or replace the damaged item(s)

21. I accept the testimony and evidence of the landlords and I concur that to be safe, it is best to have trained individuals clean biohazardous material who have the appropriate equipment for this type of clean up. As per Section 10, it is the tenant's responsibility to maintain the premises in a clean undamaged condition.
22. The tenant is responsible for the cost of the clean-up and shall pay the landlord \$6,419.75.

Decision

23. The landlords' claim for damages succeeds in the amount of \$6,419.75.

Issue 2: Hearing expenses reimbursed \$20.00

24. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#07) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.


Summary of Decision

25. The tenant shall pay the landlord \$6,439.75 as follows:

- Damages \$6,419.75
- Hearing expenses 20.00
- Total \$6,439.75

June 14, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office