

Residential Tenancies Tribunal

Applications 2022 No. 432NL

Decision 22-0432-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:05 AM on 12 July 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 payment of rent in the amount of \$1090.00;
 - An order for payment of “other” expenses totalling \$209.13; and
 - Authorization to retain the \$600.00 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 is policy 9-3: Claims for Damage to Rental Premises.

Issue 1: Rent - \$1090.00

Relevant Submissions

The Landlord's Position

6. The landlord stated that she had entered into a monthly rental agreement with the tenant on 01 November 2020, and a copy of that executed agreement was submitted with her application. The agreed rent was set at \$1200.00 per month, and it is acknowledged in that agreement that the tenant had paid a security deposit of \$600.00.
7. The tenant fell into rental arrears in April 2022, and on 06 May 2022 the landlord issued the tenant a termination notice, requiring that she vacate on 11 May 2022. The tenant moved on that date.
8. With her application, the landlord submitted her rent ledger showing the payments that the tenant had made since she moved into the unit. She pointed out that the tenant had only paid \$550.00 for April 2022, leaving a balance of \$650.00 for the period ending 30 April 2022. No payments were made in May 2022, and the landlord charged the tenant a pro-rated rent of \$440.00 for that month ($\$1200.00 \text{ per month} \div 30 \text{ days} = \$40.00 \text{ per day} \times 11 \text{ days}$).

The Tenant's Position

9. The tenant acknowledged that she had only paid \$550.00 for April 2022. With respect to May's rent, the tenant complained that the landlord had not told her that she was charging her any rent for that month.

Analysis

10. I accept the landlord's claim that the tenant had not paid her rent as required. There is no dispute that the tenant owes her \$650.00 for April 2022, and I agree with the landlord that as the tenant was residing at the unit for the first 11 days of May 2022, she is entitled to a payment of a pro-rated rent for that period, as she has calculated. As such, the landlord's claim succeeds.

Decision

11. The landlord's claim for a payment of rent succeeds in the amount of \$1090.00.

Issue 2: "Other" Expenses

Relevant Submissions

The Landlord's Position

12. The landlord stated that several items were missing from the unit after the tenant moved out and she is seeking compensation as follows:
 - Key to storm door..... \$89.13
 - Rental binder..... N/A
 - Bedroom curtains..... \$25.00

- Kitchen curtains..... \$25.00
- Floor lamp \$50.00

Total \$189.13

13. The landlord stated that the tenant has not returned the key to the storm door after she vacated, and she claimed that this is the only key that she has for that door. She claimed that if the tenant does not return that key to her, she will have to have a locksmith change the lock, and she stated that this will cost \$89.13. No quote from the locksmith was submitted with her application.
14. The landlord also complained that the tenant had removed the rental binder, 2 sets of curtains and a floor lamp. No quotes were submitted with the landlord's application showing the costs she would incur to replace these items.

The Tenant's Position

15. The tenant acknowledged that she was still in possession of the key for the storm door, and she indicated at the hearing that she would return it to the landlord. Regarding the rental binder, the curtains and the floor lamp, the tenant denied that she had removed these items and she claimed that they were in the rental unit when she vacated.

Analysis

16. Regarding the key for the storm door, I find that the landlord is not entitled to the costs she is seeking here. It is expected that when a tenancy ends, a landlord would change the locks on the exterior doors of the rental for the safety and security of any new tenants she would put in the unit, and these are costs that she would be expected to incur anyhow.
17. Regarding the remaining items, the tenant denied that she had removed them from the rented premises, and besides the landlord's testimony, there was no other evidence submitted by the landlord to establish that they had been taken by the tenant (e.g., an outgoing inspection report, photographs, etc.), and, furthermore, the landlord provided no evidence (e.g., quotes or receipts), showing their replacement costs.

Decision

18. The landlord's claim for "other" expenses does not succeed.

Issue 3: Security Deposit

19. The landlord stated that the tenant had paid a security deposit of \$600.00 on 21 October 2020, and receipt of that deposit is acknowledged in the submitted rental

agreement. As the landlord's claim has been successful, she shall retain that deposit as outlined in this decision and attached order.

Issue 4: Hearing Expenses

20. 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, and she testified that she had paid \$25.00 for a justice of the peace to sign her affidavit of service. That receipt was not submitted with her application. As the landlord's claim has been successful, the tenant shall pay the landlord's receipted hearing expenses: \$20.00.

Summary Decision

21. The landlord is entitled to a payment of \$510.00, determined as follows:

a) Rent Owning	\$1090.00
b) Hearing Expenses	\$20.00
c) LESS: Security Deposit.....	(\$600.00)
d) Total Owning to Landlord.....	<u>\$510.00</u>

20 December 2022

Date


John R. Cook
Residential Tenancies Tribunal