

Residential Tenancies Tribunal

Application 2022 No. 584NL

Decision 22-0584-00

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 25 August 2022 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as "the landlord", participated in the hearing. [REDACTED] also participated. The respondent, [REDACTED] hereinafter referred to as "the tenant", was not in attendance.

Issues before the Tribunal

3. The landlord is seeking the following:
 - An order for a payment of \$540.00 in compensation for damages, and
 - An order for a payment of rent in the amount of \$1800.00.

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 decision is section 21 of the Residential Tenancies Act, 2018, policy 9-3: Claims for Damage to Rental Premises and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. 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 testified that he had served the tenant with the application, by e-mail, on 11 August 2022, and a copy of that e-mail was submitted at the hearing. 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.

Issue 1: Compensation for Damages - \$540.00

Relevant Submissions

7. The landlord stated that she had entered into a verbal rental agreement with the tenant in December 2021. The agreed rent was set at \$1200.00 per month and the landlord testified that the tenant had paid an \$800.00 security deposit.
8. The landlord stated that because the tenant had not been paying her Newfoundland Power bills, her electricity was disconnected on 17 May 2022. On that day, the landlord issued her a termination notice, and a copy of that notice was submitted with her application. That notice was issued under section 21 of the *Residential Tenancies Act, 2018* (notice where premises uninhabitable) and it had an effective termination date of 18 May 2022. The landlord stated that the tenant moved on 17 May 2022.
9. After the tenant moved out, the landlord stated that he was required to clean the unit and he had to remove some garbage and personal belongings.

Cleaning

10. █ stated that the tenant had carried out no cleaning before she vacated, and she claimed that she had to clean the unit "from top to bottom" as the unit was filthy. She testified that she had to clean the stove, refrigerator and dishwasher, as well as the washer and dryer. She stated that the bathroom had to be cleaned, and she washed all the windows and cleaned all the floors. █ also complained that the tenant had kept cats at the unit, and she found cat feces on the floors. █ stated that she had carried out all of this cleaning herself, and she testified that it took her 18 hours. The landlord is seeking compensation on the amount of \$360.00, or \$20.00 per hour.

Remove Personal Belongings

11. The landlord also claimed that the tenant had left behind a large amount of her personal belongings and according to his damage ledger, he is claiming \$180.00 in compensation for 9 hours of his labour to pack those items and move them to his shed for storage. The landlord's had filed an inventory of those items with this Section, and photographs showing the items left behind, as well as the

condition of the apartment, were submitted with his Application to Sell Abandoned Personal Property (2022-070).

Analysis

12. With respect to the cleaning, I accept the landlord's corroborated testimony that the tenant had carried out no cleaning before she vacated, and his submitted photographs show that the refrigerator still had food in it, there were cases of beer bottles left at the unit, as well as debris and garbage on the floors. Based on that testimony and evidence, I find that the landlord is entitled to \$360.00 for cleaning, as claimed.
13. Regarding the removal of the tenant's abandoned property, that claim does not succeed. The landlord's application to sell the tenant's abandoned property was approved by the Director, and in her Order to Sell, the Director authorized the landlord to retain from the proceeds of the sale the "costs reasonably incurred for the removal, storage and sale of those items". As the costs for removal and storage were already awarded in that order, they cannot be claimed again.

Decision

14. The landlord's claim for compensation for damages succeeds in the amount of \$360.00.

Issue 2: Rent - \$2600.00

Relevant Submissions

15. The landlord submitted rent records with his application showing the payments the tenant had made since she moved into the apartment in December 2021. According to these records, the tenant's rent was paid and up-to-date for the period ending 31 March 2022, but the landlord stated that only \$600.00 was paid for April 2022, and no rent was paid for May 2022.
16. The landlord is seeking an order for a payment of \$1800.00 for those 2 months (\$600.00 + \$1200.00).

Analysis

17. I accept the landlord's claim that the tenant had not paid her rent, as required. The landlord's records show that the tenant only paid \$600.00 in April 2022 and he testified that no rent was paid for May 2022. As such, the landlord's claim succeeds in the amount of \$1800.00.

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18. The landlord's claim for a payment of rent succeeds in the amount of \$1800.00.

Issue 3: Security Deposit

19. The landlord stated that the tenant had paid a security deposit of \$800.00 on 11 December 2021. As the landlord's claim for rent and damages has been successful, the landlord shall retain that deposit as outlined in this decision and attached order.

Summary of Decision

20. The landlord is entitled to the following:

- a) Compensation for Damages \$360.00
- b) Rent Owing \$1800.00
- c) LESS : Security Deposit..... (\$800.00)
- d) Total Owing to Landlord..... \$1360.00

24 November 2022

Date

John R. Cook
Residential Tenancies Tribunal