

Residential Tenancies Tribunal

Application 2022-0599-NL

Decision 22-0599-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:21 a.m. on 08-September-2022.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The landlord was not present or represented at the hearing and although I reached him by telephone at the start of the hearing he disconnected the call three separate times. 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 he has been properly served. The tenant submitted an affidavit with her application stating that she had served the landlord with notice of the hearing, electronically on 11-August-2022, she said that the email used has been used for rent payments and communication with the landlord. As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant. I proceeded with the hearing in his absence.

Issues before the Tribunal

5. The tenant is seeking:
 - Compensation for inconvenience \$249.87
 - Hearing expenses \$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 is the following section of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions.

Issue 1: Compensation for inconvenience \$249.87

Relevant Submissions

8. The tenant said that she has a verbal monthly agreement with the landlord. The tenant said that she pays \$550.00 a month for rent and it is due on the 1st day of each month. She said her rent is currently up to date. She said that she paid a security deposit of \$262.00 in 2018 and believes that the landlord is still in possession of the deposit. The tenant said that she moved into the building in 2014 and remained there until 2018. She moved away for 6 months and then returned to live in the building again.
9. The tenant said that 01-September-2021 she was having an issue with noise and was moved to another apartment. She said that the ceiling had dropped down in that unit and because he couldn't fix that damage, the landlord moved her again on 13-March-2022. She said that she has been in her present unit since that time.
10. The tenant said that when the landlord moved her into the present unit, he told her that the unit was ready for renters. She said that there were issues with the unit that she addressed with the landlord, but he is dismissive of her concerns. She said he started as the building manager last July.
11. One of the first issues the tenant faced was that the stove was very dirty. She said that the stove was sprayed with easy off and left in the apartment for a week. She requested this be dealt with and after the first week she lived in the apartment, the landlord had the stove taken away and cleaned. She said when it was returned it still required additional cleaning that she had done herself.
12. The tenant said that there was never a condition report or walk through done on any of her apartments.
13. The tenant provided the following list of compensation she is requesting

Item	Description	Cost
Seal and bond	Caulking in bathroom and around toilet base	14.98
Weather stripping	Doorway entrance	30.98
Screen repair kit	Replace 2 window screens	16.99
Shower holder	Replaced shower holder	11.33
Duct tape	Cover large hole in bottom cupboard	14.96
Chain lock	Chain lock for doorway entrance	10.91
Ceiling fan	Replace ceiling fan	101.26
Clear tape	Cover hole in cupboard	20.25
	Taxes	33.25
	total	254.91

14. The tenant said that in both her previous apartment and this apartment she had to do the caulking in the bathrooms. She said there was no caulking around the counter and that the caulking around the tub was covered with mold. She provided pictures (TT#04 – TT#06) as well as the receipt for caulking (TT#02) for \$7.99 each and she bought two, totaling \$14.98.
15. The tenant said that the weather stripping around the door was missing she provided pictures (TT#07 – TT#10) and she replaced it. She provided a receipt (TT#07) for \$19.58, she said she purchased two but only used 1 ½ so she is requesting \$30.98.
16. The tenant said that two of her window screens were torn and she provided pictures (TT#12 & TT#13) she purchased a screen repair kit \$16.99 and provided the receipt (TT#11).
17. The tenant said she purchased a shower nozzle holder. She provided a picture to show that there was no holder and the nozzle was held to the wall with duct tape (TT#17) she provided a picture showing the holder affixed to the wall (TT#16) and her receipt (TT#14) for \$11.33.
18. The tenant said that there is a large hole in the bottom of the cupboard wall, she said that she gets the smell of smoke and odors from next door and the hallway. She said that the landlord had this repaired in June. Prior to this she had duct tapped and clear taped this hole. She provided a picture (TT#18) as well as the receipts (TT#17 & TT#19) one for \$5.39 and the other for \$6.97 for a total of \$12.36.
19. The tenant said that the landlord had come into her apartment twice and both times he claimed he thought it was his own apartment. She said that he has the same number apartment right below her. She said when he enters her apartment he is using the master key for all the apartments so it doesn't matter if her door is locked. She said that the last time he had done this it was 10:45 p.m. She said she called the RCMP. She purchased and installed a chain for the door because of this. She provided a picture (TT#08) and the receipt for \$10.91 (TT#20).
20. The tenant said that when she lived in the apartment before her current apartment she had purchased a light with a fan. She said that the landlord installed this for her and she provided a picture (TT#22). When she had to move to her current apartment because of the issue with the ceiling, the landlord told her he would take down her fan and put it up in her new apartment. He has not done this and she has been in the apartment almost six months. She can't afford to buy another fan. She has provided her receipt from when she purchased it (TT#21) for \$101.26.
21. The tenant also provided the receipt for the clear tape for \$13.97 (TT#23) used to repair the hole in the cupboard and the holes in the screens until they were repaired She said she used 1 ½ and is seeking \$20.25.
22. The tenant's receipts are from Amazon and it shows the items purchased but not the final bill so she is also requesting that taxes of 15% be applied.

23. The tenant is requesting that any financial award be applied to her next month's rent.

Analysis

24. Section 10 of the Residential Tenancies Act, 2018, states:

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.*
- (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.*

25. The tenant said that she tried to address these issues with the landlord and he was dismissive of her requests. The tenant has undertaken the responsibility to complete the repairs herself and is requesting that the cost of supplies required be reimbursed.

26. I find that the tenant's request for reimbursement of the follow items, totaling \$122.92 are completely reasonable. The tenant has proven, through her evidence, that the repairs were necessary and she has shown the cost of the equipment required.

• Caulking.....	\$14.98
• weather stripping.....	30.98
• window screens	16.99
• shower nozzle attachment	11.33
• duct tape	12.36
• clear tape	20.25
• subtotal	106.89
• taxes 15%.....	<u>16.03</u>
• total.....	<u>\$122.92</u>

27. I also find that the landlord shall reimburse the tenant for the light fixture with a fan, that she had purchased for her previous apartment. Their agreement was that he would remove the fixture and install it in her current apartment and that has not been done. The landlord will reimburse the cost of the light fixture plus tax \$101.26 + \$15.19 = \$116.45.

28. The tenant had applied for the cost of a chain lock for her apartment door. According to Section 10 of the Residential Tenancies Act, 2018, a tenant is not permitted to change a lock or locking system on an entry door without the landlord's permission. as follows:

Statutory conditions

10. 6. Entry Doors - Except by mutual consent, neither the landlord nor the tenant shall, during the use or occupancy of the residential premises by the tenant, alter a lock or locking system on a door that gives entry to the residential premises.

I acknowledge that her issue is with the landlord, however she did not have the landlord's permission to install the chain on the door and therefore she will not be reimbursed this expense.

29. The tenant shall be reimbursed for the cost of the repairs and the replacement of her light fixture $\$122.92 + 116.45 = \239.37 . The tenant will retain this amount which is owed to her from her next rent payment.

Decision

30. The landlord shall reimburse the cost of repairs and the cost to replace her light fixture totaling \$239.37

Issue 4: Hearing expenses reimbursed \$20.00

31. The tenant submitted the receipt for \$20.00 for the cost of the hearing (TT#24) and pursuant to policy 12.01, as her claim is successful, she is entitled to reimbursement of that cost from the landlord.

Summary of Decision

32. The landlord shall compensate the tenant \$259.37, as follows:

• Repairs	\$122.92
• light fixture	116.45
• hearing expenses	<u>20.00</u>
• total	<u>259.37</u>

The tenant shall have her October rent reduced by \$259.37 in compensation for the above monies owed and she will pay to the landlord \$290.63 for the remainder of her rent totaling \$550.00.

September 15, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office