

Residential Tenancies Tribunal

Application 2022-0648-NL

Decision 22-0648-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:04 a.m. on 28-September-2022.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], are represented by [REDACTED], and is hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit (LL#01) stating that he served the tenants on 18-August-2022 electronically, to their email addresses. The tenant confirmed service as stated.

Issues before the Tribunal

5. The landlord is seeking
 - Compensation for damages \$200.00
 - 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 is the following section of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions.

Issue 1: Compensation for damages \$200.00

Landlord's Position

8. The landlord said that he entered into a written rental agreement (LL#02) with the tenants and they moved in on 13-September-2021 for a term ending 30-April-2022. He said that they moved out on 07-May-2022. The tenants paid \$1,000.00 rent each month on the 1st day of the month. The tenants paid him a \$700.00 security deposit on 13-September-2022. The tenants applied for the return of that security deposit and it was awarded: Order 22-0435-NL. He has refunded this deposit.
9. The landlord said that the tenants contacted him on 07-May-2022 and said that they had signed a lease for another apartment. They wanted him to refund the rent that they had paid for May. The landlord told them that they could go if they wanted to go, but they had not given notice and he would not be returning the rent.
10. The landlord said that the apartment was dirty and he provided pictures (LL#04) showing that the stairs and bedrooms were not vacuumed, the stove wasn't cleaned and that the fridge wasn't clean. He said that he sent in a person to do the inspection and that he reported back to the tenants that the apartment wasn't cleaned to his satisfaction.
11. He said that he paid for the apartment to be cleaned at a cost of \$200.00 and provided the receipt (LL#03) as well as the before and after pictures (LL#04). He is seeking full reimbursement of this cost.

Tenant's Position

12. The tenant said that the apartment was cleaned. He said that when they told the landlord that they were moving he said for them to get out right away. Because of this they didn't have time to clean the stove and fridge as well as they would have liked. He said the freezer was still frozen so they couldn't clean it. He said that they don't own a vacuum and swept the carpet. The tenant said that when the landlord called them, they offered to go back in and finish cleaning, but the landlord wouldn't allow them back in.

Analysis

13. 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.

14. The landlord's pictures support his claim that the tenants did not vacuum or clean the fridge and stove. It is the tenants' responsibility to return the apartment in the same condition as they rented it.
15. The landlord's claim succeeds.

Decision

16. The landlord's claim for damages is successful in the amount of \$200.00.

Issue 2: Hearing expenses reimbursed \$20.00


17. The landlord submitted the receipt for \$20.00 for the cost of the hearing (LL#05) and pursuant to policy 12.01, is entitled to reimbursement of that cost from the tenant.

Summary of Decision

18. The tenants shall pay to the landlord \$220.00 for the cost of cleaning (\$200.00) and reimbursement of hearing expenses (\$20.00).

October 3, 2022

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office