

Residential Tenancies Tribunal

Applications 2022 No. 1085 NL
2022 No.1118 NL

Decision 22-1085-00

Jaclyn Casler
Adjudicator

Introduction

1. The hearing was called at 1:52 PM on 31 January 2023 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "tenant1", participated in the hearing.
3. The respondent, [REDACTED], as represented by [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. An authorized representative form was submitted (L#0).
4. An affidavit of service was provided by the tenant (T#1) confirming that he served the landlord by email on 20 December 2022 and proof of service was provided (T#2). The landlord confirmed service. The landlord provided an affidavit (L#1) and proof of service (L#2) indicating that he served the tenant notice on 31 December 2022. I noted that the landlord's affidavit was not sworn, however, the tenant confirmed service and testified that he was willing to proceed with the hearing despite the landlord's incomplete paperwork.
5. The details of the claim were presented as a fixed term rental agreement that ran from 26 May 2022 through to 25 November 2022, for which a copy of the written rental agreement was provided (T#3). Monthly rent was set at \$450.00 and a security deposit in the amount of \$300.00 was collected. The tenancy ended after the fixed term concluded.
6. In a proceeding under the *Residential Tenancies Act*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicants have to establish that their account of events is more likely than not to have happened.

Issues before the Tribunal

7. The tenant is seeking the return of a \$300.00 security deposit.
8. The landlord is seeking the following:
 - Payment of utilities in the amount of \$45.03; and
 - Payment of other in the amount of \$75.00.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).
10. Also relevant and considered in this case are sections 10 and 14 of the *Act*.

Preliminary Matters

11. The rental premises is a room located in a five bedroom apartment located at [REDACTED]. All rooms are rented separately and the tenant resided in room [REDACTED]. The room was furnished with a bed, a cover sheet and pillow sheet.

Issue 1: Payment of Utilities \$45.03

Landlord's Position

12. The landlord testified that the monthly utility bills are split five ways between the tenants and that the tenant still owed his share of the utility bill for the final month of his tenancy. The landlord submitted proof of a time specific utility bill for the rental premises in the amount of \$297.60 (L#3). The landlord testified that he is seeking payment in the amount claimed because it represents the tenant's prorated requirement for payment.

Tenant's Position

13. The tenant accepted that he owes the landlord the amount claimed for utilities as it represents his proportionate share.

Analysis

14. I accept that the landlord and tenant agreed on this claim and so I find that the landlord's claim succeeds in the amount submitted.

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15. The landlord's claim for payment of utilities succeeds in the amount of \$45.03.

Issue 2: Payment of Other \$75.00

Landlord's Position

16. The landlord submitted a claim breakout that outlined how he was claiming (L#4):
- \$45.03 for Utilities (previously addressed)
 - \$30.00 for bedroom cleaning
 - \$25.00 for washing, drying and delivering bed sheets.
17. The landlord testified that he and his wife spent a combined 1.5 hours cleaning the room that had been occupied by the tenant after he vacated. The landlord submitted a series of photos depicting the condition of the rental premises when the tenant vacated (L#5). The landlord contrasted the dirty condition of the rental unit with the tenant's move in condition inspection report form that had identified everything in the room as "good condition". The landlord agreed that a move out condition inspection was not conducted as a result of his not being available when requested by the tenant.
18. The landlord testified that additional time was required to transport the sheets used by the tenant to the landlords' premises so that they could be properly laundered. The landlord referred to a picture submitted of a rumpled looking bed, identified as the bed provided in the room occupied by the tenant. The landlord also submitted cleaning related receipts in the amount of \$59.77 and \$22.98 for materials used while cleaning the room occupied by the tenant.

Tenant's position

19. The tenant disputed the landlord's claim for compensation for cleaning and testified that he swept the premises prior to leaving. He also testified that he attempted to arrange a move out condition inspection with the landlord but was not successful. The tenant pointed to the picture of the cigarette butt shown in the landlord and denied smoking in the room.

Analysis

20. I reviewed the photos submitted by the landlord and I accept that the room rented by the tenant was left in worse condition than when it was rented. In particular, I note the significant grime and dust debris that had to be removed from all corners of the room. According to Residential Tenancies Policy 09-005, the maximum hourly amount for cleaning that can be claimed is \$21.70 an hour. Because the landlord testified that 1.5 hours was spent cleaning, I find that his claim for compensation succeeds in the amount of \$32.55 (e.g., 1.5 x \$21.70). Regarding the bedsheets, I find that the landlord failed to establish on the balance of

probabilities that he was entitled to compensation in the amount of \$25.00 for washing and returning bedsheets.

21. In addition to the landlord's claim submitted, will arbitrarily award compensation in the verified amount of \$19.99 + HST (e.g., \$22.99) for the purchase of Lysol wipes used to clean the room. I specifically make this award because the landlord also provided photographic evidence of the wipes used in cleaning. Consequently, I find that the landlord's claim for compensation for OTHER succeeds in the amount of \$55.54 (e.g., \$32.55 + \$22.99).

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22. The landlord's claim for compensation for OTHER succeeds in the amount of \$55.54.

Issue 3: Security Deposit (\$300.00) Relevant Submissions

23. The tenant has requested the return of the \$300.00 security deposit and the landlord has requested to retain a portion of the security deposit against monies owed by the tenant.

Analysis

24. Section 14, sub 10, 12 and 14 of the *Residential Tenancies Act, 2018* states:

(10) Where a landlord believes he or she has a claim for all or part of the security deposit,

(a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or

(b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.

(12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

(14) Where a landlord does not make an application under subsection (11), he or she is not prohibited from making an application under section 42 other than an application with respect to a claim against the security deposit.

25. Where the landlord's claim for payment of utilities and Other has succeeded in the amount of \$100.57 (e.g., \$45.03 + \$55.54) I find that the landlord is entitled to retain that portion of the security deposit. The remaining \$199.43 shall be returned to the tenant.

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26. The landlord is entitled to retain \$100.57 of the security deposit.
27. The landlord shall pay to the tenant, \$199.43, representing the return of the remaining security deposit.

Summary of Decision

28. The landlord's claim for payment of utilities succeeds in the amount of \$45.03.
29. The landlord's claim for compensation for OTHER succeeds in the amount of \$55.54.
30. The landlord is entitled to retain \$100.57 of the security deposit.
31. The landlord shall pay to the tenant, \$199.43, representing the return of the remaining security deposit.

07 February 2023

Date


Jaclyn Casler
Residential Tenancies Tribunal