

Residential Tenancies Tribunal

Application 2023 No. 633NL

Decision 23-063300

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 24 August 2023 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "landlord1" and "landlord2", respectively, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as "the tenant", was not in attendance.

Issues before the Tribunal

3. The landlords are seeking are seeking an order for a return of missing possessions valued at \$265.00.

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 case is 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. With their application, the landlord submitted an affidavit stating that landlord1 had served the tenant on 02 August 2023, by giving it to her boyfriend, █, at their home, on 02 August 2023. Landlord1 also testified that he had sent the application to the tenant by e-mail on the following day, 03 August 2023, and a copy of that e-mail was also submitted with their application. 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.

7. This is the second hearing this Board has conducted concerning this tenancy. As a result of that hearing was held on 27 June 2023 (2023 No. 527NL and 2023 No. 529NL), the landlords were awarded an order for vacant possession of the rented premises, and they were also authorized to retain the \$550.00 security deposit and apply it against the \$962.32 that was owing for rent, late fees, and hearing expenses.

Issue 1: Missing Possessions - \$265.00

Relevant Submissions

8. The landlords and the tenant entered into a monthly rental agreement on 01 January 2023. The agreed rent was set at \$1100.00 per month and the tenant had paid a security deposit of \$550.00.
9. As a result of the hearing that was held on 27 June 2023, as indicated in Preliminary Matters, above, this Board ordered that the tenant vacate the rented premises, and the landlords testified that she had moved out of the unit on 11 July 2023.
10. The landlords stated that in February 2023 there was a leak at the rental unit and they stated that they had provided the tenant with a dehumidifier at that time to address the moisture issue in her unit. They also submitted a video with their application, taken in June 2023, in which the tenant confirms that the dehumidifier is still in her possession.
11. The landlords stated that the dehumidifier was not returned to them after the tenancy ended, and they speculated that the tenant had sold it.
12. The landlords are seeking \$265.00 for the costs of replacing that dehumidifier. That dehumidifier has not yet been replaced and no receipts or quotes were submitted with their application. The landlords claim that a similar dehumidifier is currently on sale for \$217.00.

Analysis

13. I accept the landlords' claim that they had provided the tenant with a dehumidifier during her tenancy and that that dehumidifier has not been returned to them. Accordingly, I am of the view that the landlords are entitled to the costs of the replacement.
14. The landlords presented no evidence showing the type or model of the dehumidifier, and no evidence showing the costs of replacement. However, on a brief review of some websites for hardware stores, I find it probable that a replacement would cost \$217.00 + tax. Given that dehumidifiers have a life span of 8 years, and given that this one was approximately 1 year old, I find that the landlords are entitled to a depreciated award of \$218.36 $((\$217.00 + \text{tax}) \times 7/8)$.

Decision

15. The landlords are entitled to a payment of \$218.36 in compensation for their missing dehumidifier.

Issue 2: Hearing Expenses

16. The landlords paid a fee of \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay this hearing expense.

Summary of Decision

17. The landlords are entitled to a payment of \$238.36, determined as follows:

a) Missing Possessions.....	\$218.36
b) Hearing Expenses.....	\$20.00
c) Total.....	<u>\$238.36</u>

20 September 2023

Date

John R. Cook
Residential Tenancies Tribunal