

Residential Tenancies Tribunal

Application 2023-0847-NL &
2023-0921-NL

Decision 2023-0847-NL &
2023-0921-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was call at 1:45 PM on 26 October 2023 via teleconference. The hearing was to adjudicate two separate applications: 2023-0847-NL and 2023-0921-NL.
2. [REDACTED] hereinafter referred to as "the landlord", attended the hearing. The landlord called a witness, [REDACTED] who attended the hearing and hereinafter referred to as "the witness".
3. [REDACTED] hereinafter referred to as "the tenant", attended the hearing. The tenant did not call any witnesses.

Preliminary Matters

4. The landlord submitted an affidavit (**Exhibit L # 1**) stated the tenant was served in person with notification of today's hearing on 6 October 2023. This is 20 clear days which the tenant had to prepare for today's hearing which falls in the appropriate timelines as per the *Residential Tenancies Act, 2018*. The tenant confirmed receipt of notification as stated.
5. The landlord did not seek any amendments to her application.

Issues before the Tribunal

6. The landlord is seeking the following:
 1. Damages in the amount of \$1,840.07
 2. Inconveniences in the amount of \$900.00
 3. Rental arrears in the amount of \$900.00
 4. Utilities paid in the amount of \$32.52
 5. Security Deposit of \$400.00 applied against the costs outstanding
 6. Hearing expenses in the amount of \$20.00

7. The tenant is seeking the following:
 7. Return of security deposit in the amount of \$400.00
 8. Compensation for damages in the amount of \$460.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of "the Act".
9. Also relevant and considered in this case are sections 10, 14, 18, 31 and 34 of the *Residential Tenancies Act, 2018*. Also, Residential Tenancies Policies 02-006, 07-006, 9-3, and 9-6.

Issue 1: Damages in the amount of \$1,840.07

10. The landlord suggested she took ownership of [REDACTED] on 10 July 2023, at which time the tenant was already in the rental.
11. The landlord offered testimony that due to smoking by the tenant, there was damages done to the rental property at [REDACTED] NL. The landlord stated she observed damages within the rental unit and submitted into evidence that she was seeking compensation for damages totaling \$1,840.07 (**Exhibit L # 2**) as follows:

Item #	Damages	Compensation Claimed
A	Flooring in Main Bedroom	\$706.55
B	Damage to Yard	\$73.53
C	Paint	\$91.06
D	Bathroom Tub surround, glue and flooring	\$640.16
E	Electrical Plugs	\$28.77
F	Cleaning property	\$300.00

12. Along with Landlord's RT Worksheet: Compensation for Costs of Inconvenience, the landlord also supplied receipts of the identified items listed in paragraph 12 (**Exhibit L # 3**). The landlord also offered pictures taken both inside and outside of [REDACTED] (Exhibit L # 4).

Item A - Flooring in Main Bedroom

13. The landlord suggested there were significant damages caused to the flooring in the main bedroom. The landlord testified prior to the tenant entering into the rental agreement, this damage to the main bedroom flooring was not present.

16. The landlord called a witness, who offered testimony, she had been the previous property manager of the rental property between December 2021 and 10 July 2023. The witness stated there were concerns the tenant was smoking within the property. The witness stated she had encouraged the previous owner of the property to complete renovations on the rental and described it as, "an apartment which should have been updated". The witness stated the previous owner did not update the property. The tenant was a good tenant and paid his rent on time".
17. The landlord offered evidence of a picture of the main bedroom which was identified as G-2 Main Bedroom (**Exhibit L # 4**), which describes, "Dirty baseboards, damage walls and flooring". In review of this piece of evidence, I see a one observable lighter mark on the flooring. Exhibit G-4, Main Bedroom (Damage to flooring) reflects what appears to be scratching to the bedroom flooring by the door, along with some separation between the floor paneling (**Exhibit L # 4**).
18. The tenant offered testimony the flooring in the main bedroom had always been separated in places since he was a tenant. He also stated the flooring separation was also due to dampness issues in the basement apartment. The tenant provided pictures of the rental property dated 3 November 2021 (**Exhibit T # 1**). The tenant testified that those pictures do reveal flooring separation in the main bedroom.

Item B - Damage to Yard

19. The landlord offered pictures of damage to the grass outside the rental unit which was caused by the tenant. In addition, the landlord offered evidence of receipts for lawn care items in the amount of \$73.53.
20. The landlord did acknowledge that following the tenant's exit of the property, the swimming pool was no longer in place.
21. The witness offered testimony that she had observed a swimming pool in the back yard of [REDACTED] while the tenant was an occupant. She further stated there was damage to the lawn as a result of the swimming pool.
22. The tenant stated he did have a swimming pool in the yard of the rental property and did not dispute that there was damage to the lawn that resulted from the pool.

Item C - Paint

23. The landlord stated that the condition of the paint and walls in the rental unit after the tenant left resulted in the unit having to be repainted prior to securing a new tenant. She was of the opinion this was largely due to smoking within the apartment by the tenant, as well as a hole in the wall which the tenant had caused. In addition, the landlord offered into evidence receipts of the costs of painting supplies.

24. The landlord did not offer any other information as to when the rental unit was last painted and the witness did not offer any insight into this issue, other than her claim of the need for the need for the rental to be "updated" as referenced in paragraph 15 herein.
25. The tenant denied that he smoked in the rental property. He also stated that the painting was required due to the ongoing dampness and mold issues that he experienced while a tenant. In relation to the hole in the wall from the bird being inside the wall of the apartment, he did acknowledge that this not only had to be plastered, but also painted. The tenant offered pictures from first when he moved into the rental which he suggested reveals the needs, at that time, for painting of the apartment.
26. The tenant provided evidence of previous correspondence with the witness in March 2022 of concerns with the heaters, that there were birds in the property through a dryer vent, and dampness (**Exhibit T # 2**), followed by a message sent on February 14, 2023, to the previous property manager about concerns with, "stabilizing length board for bed room closet, bathroom under door strip, kitchen cupboard door fixed, living room window frame needs to be sealed. Laundry room window jammed. Dry wall patch work 2 spots".
27. The tenant offered testimony that he had communicated with the current landlord about concerns with the mold and mildew and requested a dehumidifier to attempt to deal with the dampness of the rental unit. He stated the current landlord did provide him with a dehumidifier, which he used regularly, however continued to experience mildew in the rental unit.

Item D - Bathroom Tub surround, glue and flooring

28. The landlord suggested the bathroom tub surround had to be replaced upon exit by the tenant which she attributed to his smoking in the apartment and bathroom. In addition, she offered pictures of the bathtub and floor, along with receipts indicating the costs associated with new installation of a bathroom tub surround and supplies.
29. The tenant offered evidence of a correspondence he had with the landlord on 14 February 2023 indicating that the bathtub required expansion foam (**Exhibit T # 2**),

Item E - Electrical Plugs

30. The landlord claimed that the electrical plugs were damaged and discolored which she attributed to the tenant's smoking in the rental unit. Furthermore, the landlord provided evidence of pictures of electrical plugs, along with receipts for the costs associated with replacement of these items.
31. The tenant did not offer testimony regarding the electrical plugs, but did state that when he first took occupancy of the rental, he observed discoloration of plastic pieces in the apartment (i.e. the fridge in the kitchen). Furthermore, the tenant offered evidence of pictures of the fridge dated 3 November 2021 (**Exhibit T # 1**).

Item F - Cleaning Property

32. The landlord provided pictures of the rental after the tenant had exited the property. As well, she provided a receipt dated 5 September 2023 and was seeking compensation in the amount of \$300.00 for cleaning of the property. In addition, she was of the opinion, she was unable to secure new tenants shortly thereafter the tenant left, due to the need for cleaning of [REDACTED] The landlord did not offer any evidence that individuals viewed the apartment and refused to rent.
33. The tenant offered evidence of pictures taken on 30 August 2023 prior to his exiting the rental property (**Exhibit T # 5**). Describing the rental unit, the tenant stated, "it is an old building that needs repairs. If you do not complete repairs, you will continue to have problems".

Analysis

36. Under sections 10.(1) 1 and 10.2 of the *Residential Tenancies Act, 2018* the landlord/tenant are responsible to keep the premises clean and to repair any damages cause 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:

1. Obligation of the Landlord- 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.

2. Obligation of the Tenant- The tenant shall keep the residential premises clean, and shall repair damaged caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the residential property.

Accordingly, in any damage claim, the applicant is required to show:

- That the damage exists;
- That the respondent is responsible for the damage, through willful or negligent act; and
- The value to repair or replace the damaged item(s).

37. In accordance with Residential Policy 9-3, the adjudicator must also consider depreciation when determining the value of damaged property. Life expectancy of property is covered in Residential Policy 9-5, and notes that reasonable wear and tear must be considered, as well as the life expectancy of an item. While the landlord provided receipts for repairs, no evidence was presented providing a baseline for the application of depreciation or demonstrating damages beyond reasonable wear and tear.
38. In review of the evidence and testimony offered by both parties, I also note the tenant has, on more than one occasion, approached two separate landlords and expressed concerns with the state of the rental property. Further, the landlord's own witness stated she had spoken with the previous property owner and felt that the rental unit required "updating", however the owner at that time declined.
40. The tenant offered testimony that he purchased items (i.e.: window plastic), as a means of dealing with the dampness of the property. The tenant also informed both landlords of problems with heaters in the rental. The landlord confirmed, "the heaters not working. That was before my time". The testimony and evidence offered by the tenant brings into question if the "willful and negligent" actions of the tenant caused damages. The tenant had informed both landlords of the need for repairs. There is no evidence presented to demonstrate that the tenant's actions were willful and negligent.
41. The landlord suggested that due to the damages to the rental unit, prior to renting [REDACTED] out to new tenants, repairs had to be completed. I find upon review of the pictures offered by the tenant shortly after gaining possession of the rental in November 2021 (**Exhibit T # 1**), along with pictures offered on 30 August 2023 prior to his leaving the property (**Exhibit T # 2**), there is no suggestion of any evidence that would be considered beyond reasonable wear and tear.
42. Upon full review, I find there has been one ongoing issue, that is an acknowledgement by multiple parties of the need for repair and updating of the rental unit.
43. An adjudicator must also consider the burden of proof. In proceedings under the Residential Tenancies Act, 2018, 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 applicant must establish her account of events are more likely than not to have happened.
44. In relation to item A, the alleged damage of the flooring in the rental unit, I reviewed the pictures offered into evidence by the landlord (**Exhibit L # 4**), in comparison to pictures offered into evidence by the landlord both upon taking possession of the rental (**Exhibit T # 1**), as well as evidence of pictures offered by the tenant prior to his exit of the property (**Exhibit T # 5**). I find all pictures of the flooring is comparable and with the exception of one minor discoloration scratch on the floor, all pictures reveal separation in the flooring. I do not find the damage to the flooring in [REDACTED] was caused by willful and/or negligent actions of the tenant.

46. In regards to item B, damage to the lawn, the landlord, witness, and tenant offered testimony that the tenant had placed a swimming pool on the property. The tenant did state he removed this prior to leaving the residence. Pictures were presented by the landlord of damage to the lawn of the property resulting from the swimming pool (**Exhibit L # 4**), along with a receipt for lawn seed and garden hose. I find the tenant is responsible for damage to yard in the amount of \$73.53 as determined by the cost of items identified on the receipt (**Exhibit L # 3**).

47. Upon review of item C, and the testimony and evidence offered related to damages to walls and painting, both parties had acknowledged the concerns around dampness of the rental unit. As well, the tenant offered evidence that there was a hole in the wall which he attributed to a bird being inside the wall. The current landlord did not dispute this claim. Furthermore, the tenant was of the opinion the painting repairs were "minor" and was of the opinion the landlords have not maintained the residential premises in a good state of repair. The tenant had communication with the landlord about the need for drywall and painting in relation to the hole in the wall. As well, the tenant offered a need to have the "mesh" on top of the chimney installed as a means to prevent continued damages with birds being in the rental (**Exhibit T # 2**). There is no evidence to suggest damage to the walls were the result of the willful and negligent actions of the tenant. The landlord's claim for painting and wall repair fails.

49. In relation to item D, of tub surround, glue and flooring, the landlord was seeking full replacement in the amount of \$640.16. The tenant had contact with the landlord in relation to his concerns for the need of re-caulking the shower and the need for foam being also required (**Exhibit T # 2**). The landlord did not suggest the age of the tub surround and Policy 02-006 offers clear expectations concerning the tenant requesting repairs. As stated in Policy 02-006, "*The landlord is required to 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*". The tenant contacted the landlord about concerns with the tub surround, bathroom flooring and the need for expansion foam. There is no evidence to suggest damage to the tub surround and bathroom flooring were the result of the willful and negligent actions of the tenant. The landlord's claim seeking compensation for bathtub surround, glue and flooring fails.

51. In regards to issue E, and the landlord's claim seeking compensation in the amount of \$28.77 for electrical plugs, she offered receipts for the cost of those items. There was no indication by the landlord as to the ages of those items and her claim was that they were discolored due to smoking in the rental unit by the tenant. Upon review of pictures offered by both parties, (**Exhibit L # 4**) and (**Exhibit T # 1**), I observe similarities in the color of electrical plugs and plastic items. There was no evidence presented to make a determination, on the balance of probability, as to whether the discoloration of the items were due to age, smoking or other reason. I see discoloration of the items, however, no indication as to the age of those plug-ins. I find the landlord has not proven that the actions of the tenant has contributed to the damage of these items beyond a reasonable doubt. I find the landlord's claim for compensation of \$28.77 does not succeed.

52. Regarding item F, of cleaning property, the landlord offered a receipt for cleaning in the amount of \$300.00 and was seeking compensation. The landlord offered into evidence pictures of the rental unit and offered testimony that the unit could not be rented prior to it being thoroughly cleaned. The tenant offered evidence of pictures time stamped on 30 August 2023 of the rental unit prior to his exit of [REDACTED] which upon review, reveals the unit was clean. I do not observe significant differences in these pictures beyond the lighting and that some pictures were taken at different angles depicting different aspects of the residence. There does appear to be stains and mold. It does appear that the residence was reasonably cleaned upon the tenant's departure. I do have questions about the timelines in place as to when the tenant leaves before the cleaning is completed. Both parties acknowledge that there has been an ongoing concern with dampness in the rental unit. Furthermore, both parties agree the tenant ended occupancy on 30 August 2023. The cleaning receipt offered by the landlord indicates cleaning was completed on 5 September 2023. I find the tenant was only responsible if the rental was clean upon his leaving the premises. He is not responsible for the cleaner not being available until 5 September 2023. I find the landlord's claim for compensation of \$300.00 for cleaning the property does not succeed based on this reasoning.

Decision

54. The landlord's claim for damages succeeds in the amount of \$73.53.

Issue 2: Compensation for inconvenience- \$900.00

Landlord Position

55. The landlord is seeking compensation for inconvenience of \$900.00 as she alleges she was unable to rent the apartment to a new tenant due to damages and cleaning which had to be completed prior to occupancy of a new tenant. The landlord testified cleaning and repairs were required to make the rental more attractive to potential renters after the tenant left.

Tenant Position

56. The tenant stated the rental was clean upon his leaving and disputed that he was responsible for the inconveniences of the landlord. The tenant also testified that he contacted the landlords about the need for repair of the rental.

Analysis

57. The landlord claimed cleaning and repairs had to be completed prior to a new tenant being secured and stated the rental was uninhabitable. There had been no evidence presented to support the claim that the apartment was uninhabitable. In accordance with Residential Tenancies Policy 07-006, if a rental is deemed uninhabitable, then emergency accommodations should be provided, the rental premises may be considered uninhabitable when any of the following occurs:

- The landlord has not complied with the laws respecting health, safety or housing applicable to the rental premises;
- An authoritative body (municipal government) orders that the premises be shut down for safety purposes;
- The landlord or the tenant causes utilities such as electrical power or water to be disconnected;
- Premises become flooded or a sewage system backs-up causing the premises to become uninhabitable

58. There was no evidence offered by the landlord to suggest that [REDACTED] was uninhabitable as defined in Residential Tenancies Policy 07-006.

Decision

59. I find the landlord's claim for compensation for inconvenience does not succeed.

Issue 3: Rental Arrears- \$900.00

Landlord Position

60. The landlord stated that the tenant had paid the full rental amount for August 2023, however was out of the property by 30 August 2023. She suggested due to the lack of appropriate notice, along with the clean up which had to be completed on [REDACTED] [REDACTED] she was unable to rent the property in a timely manner and was currently seeking the September 2023 rent in the amount of \$900.00.

61. The landlord offered testimony that she was made aware by the tenant that he was considering moving out by the end of month August 2023, and, after speaking with her spouse, had informed the tenant that if they were able to rent the unit by 1 September 2023, this was the arrangement between landlord and tenant.

62. The landlord offered evidence suggesting on 29 August 2023, she contacted the tenant about his potential move out of the rental property which she did not have knowledge of (Exhibit L # 5).

Tenant Position

63. The tenant offered testimony he paid rent in full for August 2023 and that he moved from the rental property by 30 August 2023.

64. The tenant stated prior to his leaving, he had spoken with the landlord on 27 August 2023 about exiting the rental property at which time he alleged the landlord accepted this, "if I could be out by the end of month, that was ok".

Analysis

65. Non-payment of rent is a violation of the rental agreement. The landlord states there are rental arrears in the amount of \$900.00 for the month of September 2023.
66. Both the landlord and tenant offered testimony that the rental agreement at [REDACTED] [REDACTED] involved a monthly written agreement. The landlord and tenant both offered insight into a verbal agreement that had been discussed about the tenant leaving the rental by the end of August 2023. The tenant claimed if he could have secured a new living arrangement by end of August 2023, the landlord would be accepting of this arrangement. The landlord stated she discussed this potential option with her spouse and agreed that if the apartment could be rented by 1 September 2023, rent for that rental period would not be required.
68. Section 18 of the *Residential Tenancies Act*, 2018, speaks specifically to requirements and time frames for termination of a rental agreement. As stated within section 18:

Notice of Termination of rental agreement

18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(b) not less than one month before the end of a rental period where the residential premises is rented from month to month

69. There was no evidence or testimony given by either party as to when the potential notice was issued by the tenant to the landlord. The landlord did offer evidence of correspondence on 29 August 2023 suggesting the tenant's potential of ending the rental agreement (**Exhibit L # 5**).
70. While both parties offered testimony that there had been discussions about the tenant's termination of the rental agreement, Section 18 (5) of the *Act* speaks specifically to the expectations of when termination notices are not required. Section 18(5) states, "*Notwithstanding subsections (1) to (3), a notice of termination is not required to be given where a landlord and a tenant agree in writing to terminate the rental agreement on a specific date*". As the aforementioned discussions were not in writing, as is required under section 18(5), they do not constitute an "agreement" between the parties under the *Act*.
71. While, both parties agreed the tenant vacated the property by 30 August 2023, there is no evidence to demonstrate that sufficient notice was provided in accordance with Section 18 (1) (b).
- 72.. Evidence demonstrates that the tenant did not provide sufficient notice as per the Residential Tenancies Act, 2018. However, also relevant is the fact that there is no evidence that the landlord made efforts to secure new tenants. As per policy 06-003, "if a tenant moves out of a rental unit without giving proper notice and the landlord fails to make every reasonable effort to re-rent the premises, the tenant cannot be held responsible for rent".

Decision

73. The landlord's claim for rent for September 2023 in the amount of \$900.00 fails.

Issue # 4: Utilities owed- \$32.52

Landlord position

74. The landlord offered evidence after the tenant had his account with Newfoundland Power closed, she incurred a charge of \$32.52. The landlord's exhibit clearly indicates, "In accordance with your Landlord Agreement electricity service charges incurred after August 31, 2023, will be billed in your name until a subsequent Application for Electricity Service is accepted" (**Exhibit L # 3**).

Tenant position

75. The tenant offered testimony he had requested for his account with Newfoundland Power to be closed after leaving the rental on 30 August 2023.

Analysis

76. As insufficient notice was provided and the landlord tenant relationship continued beyond 31 August 2023, the discontinuation of utilities by the tenant was a violation of statutory conditions as outlined in Section 10(1) 8 of the Act. As stated in section 10(1) 8: *Disconnection of Services - A landlord or tenant shall not, without the written consent of the other party to the rental agreement, disconnect or cause to be disconnected heat, water or electric power services being provided to the residential premises*".

Decision

77. The landlord's claim for utilities owed succeeds in the amount of \$32.52

Issue # 5- Hearing Expenses - \$20.00

78. The landlord paid an application fee of \$20.00 (**Exhibit L # 6**). The landlord is seeking the cost.

Decision

79. As the landlord's claim is successful in part, the tenant shall pay for the hearing expenses.

Issue # 6 and #7: Security Deposit applied against Monies Owed / Return of Security Deposit

Landlord position

80. The landlord provided testimony and evidence that the security deposit (\$400.00) was collected on this tenancy (**Exhibit L # 7**). The landlord stated she wished to retain the security deposit as a result of damages of the rental property.

Tenant position

81. The tenant was seeking a return of his security deposit. The tenant offered evidence of when he left the apartment clean and that the damages were the result of the owners/landlord's failure to provide necessary repairs. He testified he had contacted landlords about the damages on multiple occasions.

Analysis

82. Section 14 of the *Residential Tenancies Act, 2018* states:

Security Deposit

14.(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 tenant may apply to the director under section 42 to determine the disposition of the security deposit

83. I do accept that there were damages to the lawn of the rental property, as stated in paragraph 46 herein in the amount of \$75.53. The tenant is also responsible for the \$32.52 for utilities outstanding and hearing expenses of \$20.00.

Decision

84. The security deposit of \$400.00 shall be retained against monies owed which includes for damages, utilities outstanding and cost of hearing expense equaling \$128.05. The landlord shall return \$271.95 of the remainder of the security deposit to the tenant.

Issue # 8: Compensation for Damages- \$460.00

Tenant position

85. The tenant was seeking compensation for damages of his two couches, dresser and garbage removal in the amount of \$460.00, which he stated was the result of mold and mildew in the rental property. The tenant stated he left the pieces of furniture outside the rental property. Evidence was presented by the tenant dated 30 August 2023 (**Exhibit T # 5**) which included pictures of a dresser and couches.

Landlord position

86. The landlord disputed that she was financially responsible for damages to the possessions of the tenant. She stated she attempted to deal with dampness in the rental unit by providing the tenant a dehumidifier.

Analysis

87. The tenant is seeking compensation for damages which he attributes to the landlord's failure to complete the necessary repairs to reduce dampness of the rental property. Section 10(1) 1 of the *Act* states the following: "*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*".

88. Both the tenant and landlord have maintained that there had been issued related to dampness with both parties attempted to deal with. In review of the picture evidence offered by the tenant (**Exhibit T # 5**), I observe two pictures of mold on the cloth bottom of a couch, along with what appears to be surface mold on a dresser. There was no testimony or evidence offered by the tenant that he attempted to clean this mold.

89. The tenant had contacted the landlord regarding mold and dampness that he was experiencing. The landlord, responded by providing the tenant with a dehumidifier.

90. The tenant provided evidence that he "left" damaged furniture at the rental property (**Exhibit T # 6**). He did not offer any insight into the age of the furniture, did not offer receipts of the costs of those pieces of furniture, did not present any evidence of the items prior to move to compare before and after, and did not the age of those furniture items.

91. Furthermore, the tenant claimed he should be compensated for \$60.00 for garbage removal. As a tenant of any rental, it is the obligation of all tenants to ensure the cleanliness of the residential premises. As defined in section 10(1) 2 of the *Act*:

Obligation of the Tenant- The tenant shall keep the residential premises clean, and shall repair damage caused by a willful or negligent act of the tenant or a person whom the tenant permits on the residential property

92. The tenant did not provide sufficient evidence to support his claim that the landlord's actions caused the damages to the furniture of the tenant.

Decision

93. The tenant's claim for compensation for damages fails.

Summary of Decision

94. The tenant shall pay to the landlord \$128.05 from the security deposit, as follows:

Damages.....	\$75.53
Utilities outstanding.....	\$32.52
Hearing Expenses.....	\$20.00

Security Deposit retained.....(\$128.05)

95. The landlord shall pay to the tenant the security deposit in the amount of \$271.95.

12 January 2024

Date

Michael J. Reddy
Residential Tenancies Office