

Residential Tenancies Tribunal

Application 2023-1018-NL

Decision 23-1018-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:04 a.m. on 23-January-2024.
2. The applicants, [REDACTED] and [REDACTED] as represented by [REDACTED] and [REDACTED] are not present. [REDACTED] will hereinafter be referred to as "the tenant," he attended by teleconference.
3. The respondent, [REDACTED] represented by [REDACTED] [REDACTED] hereinafter referred to as "the landlord" attended by teleconference.

Preliminary Matters

4. The tenant made amendments to his application. The tenant identified a third renter, [REDACTED] his application has been amended to include [REDACTED]
5. The tenant also identified that the security deposit has been returned and this has been removed from his application.
6. The tenant had initially served the landlord with notice of a previous hearing date. This hearing was postponed until today's date. Both parties confirm notification of today's hearing, electronically on 08-January-2023 by our office.

Issues before the Tribunal

7. The tenants are seeking:
 - Compensation for inconvenience \$635.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10 Statutory conditions and Section 16: Rental increase.

Issue 1: Compensation for inconvenience \$635.00

Tenants' Position

10. The tenant said that they had a written term agreement with the landlord from 01-September-2022 – 31-August-2023. They paid \$1,300.00 rent on the first day of each month. Utilities were extra. He submitted a receipt for the security deposit (TT#01) that they paid on 19-July-2022. He said that the landlord has reimbursed the full deposit.
11. The tenant states that a few months before the end of the term agreement they gave notice to the landlord and moved out 31-August-2023.
12. The tenant explained that the rental was not cleaned before they moved in. He provided an email (TT#04) showing that he is requesting either payment for the cleaning or that the landlord send in a cleaning company to complete the cleaning.
13. The tenant states that initially they had requested a \$400.00 cleaning credit as shown in the email submitted (TT#04). When they filed their application, they provided a list of the cleaning completed (TT#03) at the rate provided by the landlord, as follows:

Description	compensation
Rental of steam cleaner	75.00
Wash kitchen walls and ceilings	80.00
Baseboards and trims	80.00
Ceiling fans and vent covers	20.00
Counter tops	10.00
Cupboards	30.00
Mirrors	10.00
Grass cut	40.00
Sweep/vacuum & wash floor	65.00
Cleaned toilet	20.00
Cleaned fridge	40.00
Sink and faucets	30.00
Tub and shower	60.00
Washer and dryer	45.00
Windows	30.00
Total	635.00

14. The tenant said that when they first requested compensation, they were modest in their estimate. He said that they used their estimate for the ledger from the landlord's document (TT#05) which lists the costs that they would incur should they not complete their cleaning when they move out.

15. The tenant provided an email (TT#06) showing 06-February-2023 that they agreed to accept compensation of \$200.00 for the cleaning. He said that this amount was deducted from March 2023 rent. As they have received this compensation, he agrees that the amount sought should be reduced from \$635.00 to \$435.00.
16. The tenant believes it is ridiculous that the landlord would expect that they would open a claim against them, while they still lived at the rental. He said that they did not feel safe to open a claim during their tenancy and they waited until after they had moved out to open this claim.

Landlord's Position

17. The landlord confirms the details of the rental agreement. She said that they returned the security deposit on 04-December-2023. The landlord said that they accepted the tenants' notice without issue.
18. The landlord does not dispute that the tenants completed this cleaning. She confirms that they compensated them \$200.00 for this work and it was applied to the March 2023 rent. She questions, if there was an issue with this offer, why it wasn't addressed at the time by the tenants, instead of waiting until after the tenants vacated.

Analysis

19. The testimony and evidence of both parties indicate that a verbal contract was reached and fulfilled by the parties. In Canadian contract law, three components are required for the formation of a valid contract: offer, acceptance and consideration.
20. The evidence supports that the tenants made an offer to clean the rental. The landlord made a counteroffer of \$200.00 that was accepted and received by the tenants as a credit towards their rent. Consideration is the exchange of something of value for something of value: in this case cleaning for financial reward. As all components that are required for this contract have been met and neither party was forced into the acceptance of the contract, their agreement stands.
21. Under Section 10 of the *Residential Tenancies Act, 2108*, (see below) the landlord is responsible to maintain the premises and the tenant has a right to expect that the landlord will comply with the *Act*. Had the tenants determined that the landlord was not meeting their obligation under the *Act* the tenants could have given the landlord a notice to repair and if the landlord did not meet their obligation the tenants could have terminated the agreement.

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.

22. Another option for the tenants to resolve the issue would be to arrange with the landlord to provide them compensation for their inconvenience and to undertake this task themselves. As which occurred, in this instance. Section 16 of the *Residential Tenancies Act, 2018* states:

Rental increase

16. (5) Where a landlord discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment of the residential premises, the value of the discontinued service, privilege, accommodation or benefit is considered to be an increase in the amount of rent payable.

(6) The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).

23. The tenants chose to clean the rental and they requested compensation. The landlord may have offered less than the tenants sought, but nonetheless, the landlord did make an offer and the tenants accepted this offer. As both parties entered and fulfilled their obligation of their verbal contract, I find that the tenants' claim for further reimbursement fails.

Decision

24. The tenants claim for compensation for inconvenience fails.

Issue 4: Hearing expenses reimbursed \$20.00

25. The tenant submitted the receipt for \$20.00 for the cost of the hearing (TT#08) and pursuant to policy 12.01, as his claim was not successful, they are not entitled to reimbursement of that cost from the landlord.

Summary of Decision

26. The tenants claim for compensation for inconvenience fails.

January 26, 2024

Date

Jacqueline Williams, Adjudicator
Residential Tenancies Office