

Residential Tenancies Tribunal

Application 2024-0259-NL

Decision 24-0259-00

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:15 AM, 30 April 2024 via teleconference.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, did not attend the hearing. At 9:07 AM prior to the start of the hearing, I attempted to reach the tenant by telephone ([REDACTED]), at which time there was no contact established.

Preliminary Matters

4. The landlord submitted an affidavit stating that they served the tenant an Application for Dispute Resolution and notice of hearing by e-mail ([REDACTED]) on 5 April 2024 at approximately 7:28 PM (**Exhibit # 1**). 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. As the tenant was properly served, and as further delay in the proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in her absence.
5. The details of the claims were presented as a written monthly rental agreement with rent set at \$750.00, pay own utilities, and due on the 1st of each month. There was a security deposit set in the amount of \$375.00 collected on this tenancy which was retained by the landlord in a previous application and decision under the *Residential Tenancies Act*, 2018 (2024-0119-NL). The tenant vacated the rental property at [REDACTED] on 23 February 2024.

6. The landlord amended her application at the hearing to include hearing expenses in the amount of \$20.00.

Issues before the Tribunal

7. The landlord is seeking the following:
 - Compensation for damages of **\$4,311.47**
 - Rent for the month of April 2044 in the amount of **\$750.00**; and,
 - Hearing Fee in the amount of **\$20.00**.

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 case is sections 10, 35 and 42 of the *Residential Tenancies Act*, 2018, and section 6-03 and 9-03 of the *Residential Tenancies Program Policy Manual*.

Issue 1: Compensation for damages- \$4,311.47

10. The landlord was seeking damages to the rental property which included having to remove flooring inside the rental unit, removal and disposal of trash inside and outside the rental unit left by the tenant, and for the cleaning of [REDACTED] after the tenant vacated.
11. Along with her application, the landlord provided a compensation for damages list, which includes items related to clearing the personals and trash left behind by the tenant, disposal of the items left behind, removal of the damaged flooring and cleaning the rental property and **(Exhibit L # 2)**. Each of those items will be broken down individually.

Contents left behind by tenant.

12. The landlord was seeking compensation in the amount of **\$1,500.00** related to this issue. The evidence offered indicates that the removal of all the contents required ten hours of work by three individuals. The landlord provided an itemized receipt from [REDACTED], detailing the labour costs to remove all contents left behind by the tenant as requiring 3 employees for 10 hours each at \$50.00 per hour.
13. The landlord testified at the hearing, there was a “significant amount of garbage” left behind by the tenant both inside and outside of the rental. She provided pictures of the rental unit after the tenant had vacated **(Exhibit L #3)** which reveals items inside the rental including personal belongings, furniture, empty buckets, bins, a cat litter box, empty paint cans, electronics equipment, tools, clothing, a clothes washer, and freezer.
14. Evidence also reveals items left outside the residence which the landlord stated was left by the tenant, which includes lawn furniture, a fire pit, empty beer bottles, a shed which

the landlord testified was made by the tenant, "out of pallets". Inside this shed, there is trash including a propane tank and tarps.

15. The landlord stated there were also broken pieces of furniture, automobile tires, tire rims and a barbeque in the back yard of the rental unit by the tenant (**Exhibit L #3**).

Removal and disposal of items left by tenant

16. The landlord was seeking compensation in the amount of **\$1,499.10** for the costs associated with the rental of a 30-foot roll dumpster, landfill charges, landfill charges, fuel surcharge related to removal and disposal of the dumpster (**Exhibit L # 2**).
17. Along with her application, the landlord provided an invoice from [REDACTED] (**Exhibit L # 4**) for \$1,723.97 (\$1499.10 plus HST), with a breakdown of costs as follows:
 - Delivery of 30-foot dumpster = \$90.00
 - Dump and return of dumpster *2 trips = \$630.00
 - Landfill charges * 2 trips = \$635.10
 - Fuel surcharges = \$144.00
18. As indicated previously, the landlord offered pictures of the inside and outside of the rental unit (**Exhibit L # 3**), in support of her application for reimbursement.

Removal of flooring

19. The landlord was seeking compensation in the amount of **\$500.00** for removal of flooring inside the rental unit due to damage caused by the tenant during her tenancy. The landlord testified during the hearing the flooring was not repairable and the carpet had to be replaced in the bedrooms and living room. She was not seeking compensation for cost of new flooring, only costs associated with the labour required for the removal of the old flooring. She provided a bill from [REDACTED], which indicates this cost was broken down as requiring 5 hours to complete by two individuals (**Exhibit L # 5**).
20. As indicated herein, the landlord offered pictures of the bedrooms and living room of the rental property after the tenant vacated (**Exhibit L # 3**).

Cleaning Up Following Removal of Contents

21. The landlord was seeking compensation in the amount of **\$250.00** in relation to having to clean the rental prior to it being rented to a new tenant. She broke down this amount to include 5 hours of cleaning by two individuals (**Exhibit L # 2**). The landlord provided an itemized receipt from [REDACTED], detailing the labour costs to clean the apartment following the removal of debris as requiring 2 employees for 5 hours each at \$25.00 per hour.
22. With the landlord's application, she provided pictures inside the rental unit after the tenant had vacated (**Exhibit L #3**) of the bathroom, kitchen, fridge, living room, bedrooms, stairway, laundry room/basement area and crawl space under the stairs.

These pictures were provided to demonstrate the contents left by the tenant requiring disposal and the condition of the premises.

Analysis

23. Section 10 of the Residential Tenancies Act, 2018 states:

Statutory Conditions

10. (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 a person whom the tenant permits on the residential premises.

The landlord is seeking \$4,311.47 for compensation of damages. In accordance with Residential Tenancies Policy Number: 09-003, an applicant is required to demonstrate:

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

24. In consideration of the above, I note that the landlord provided a detailed breakdown of the damages to the property, and more specifically how that related to the requirement to remove extensive amounts of personal items/garbage belonging to the former tenant; to remove severely damaged materials and flooring in the premises; and finally to clean the premises following the removal of such items.
25. Along with this detailed breakdown, the landlord provided extensive internal and external photographs of the property. These photographs demonstrated damages to walls, flooring, cabinetry, etc. that would support the landlord's claims that the damage was not resulting from normal wear-and-tear, but rather through deliberate actions and/or neglect. Further, the photographs supported the landlords claim that the tenant had left behind a significant amount of personal items, garbage and debris that required disposal, and that the floors were significantly damaged.
26. Additionally, in support of her claim, the landlord provided itemized receipts from contractors detailing the costs of labour for removal of contents, debris, flooring and garbage, as well as costs for cleaning. Given the information in totality, the costs for labour and cleaning a considered reasonable.
27. Along with this breakdown, the landlord also provided two receipts from an independent organization. I accept the timeframes offered with the landlord's application that clean-up required two people at 5 hours each. I also accept the timeframes offered to remove the items left by the tenant.
28. Based on the evidence offered, as well as the pictures of the carpet and damages of this flooring, it is debatable the rental would have been rented out with the carpet in the state it is reflected in the pictures.
29. I find that the landlord did provide sufficient evidence, testimony, and information with her application to support her claim for compensation for damages.

Decision

30. The landlord's claim for damages succeeds in the amount of **\$4,311.47**.

Issue 2: Compensation for Rent for March 2024

31. During the hearing, the landlord clarified that she is not seeking rental arrears but lost rental income in the amount of \$750.00 for the month of March 2024. She testified that before the rental unit could secure a new tenant, clean-up and repairs had to be completed.
32. The landlord offered a piece of evidence indicating the tenant vacated the rental on 23 February 2024 (**Exhibit L # 6**). During the hearing, she testified a new tenant had taken occupancy of [REDACTED] for April 2024.

Analysis

33. Damages can also refer to reasonable amounts of lost rental income caused by a tenant's fault or negligence. In this instance, the landlord offered evidence to support her claim that due to the actions of the tenant, the rental property could not secure a new tenant until cleanup and repair of the rental unit was completed. She also provided evidence that she took reasonable steps to mitigate her losses and had secured another tenant for the month of March. Given the extent of damages and clean-up required, compensation for one-month of lost rental income is not unreasonable.

Decision

34. The landlord's claim for compensation in the amount of **\$750.00** for lost rent succeeds.

Issue 3: Hearing Expenses- \$20.00

35. The landlord paid an application fee of \$20.00 (**Exhibit L # 7**).

Analysis

36. I find the landlord is entitled to the \$20.00 hearing expense reimbursement as their application succeeds.

Decision

37. Hearing expenses in the amount of **\$20.00** is awarded.

Summary of Decision

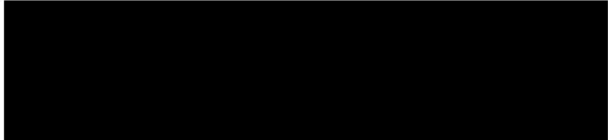
38. The landlord is entitled to the following:

- A payment of **\$5,081.47**, determined as follows:

a) Damages.....	\$4,311.47
b) One month Rent.....	\$750.00
c) Hearing Expense.....	\$20.00
d) Total.....	<u>\$5,081.47</u>

28 May 2024

Date



Michael J. Reddy
Residential Tenancies Office