

Residential Tenancies Tribunal

[REDACTED] Decision 19-0691-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 1:15 p.m. on October 23, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereafter referred to as the tenant, participated in the hearing.
3. The respondent, [REDACTED] represented by [REDACTED] [REDACTED], hereafter referred to as the landlord, participated in the hearing through conference call.

Preliminary Matter

4. [REDACTED] stated that he is not the landlord. The company [REDACTED] [REDACTED] is the landlord but he is part owner of the company. As [REDACTED] [REDACTED] is part owner of the company I amended the application to reflect [REDACTED] [REDACTED] as landlord and I proceeded with the hearing.

Issues before the Tribunal

5. The tenant is seeking the following:
 - a. Return of the security deposit in the amount of \$475.00;
 - b. Return of possessions in the amount of \$230.00.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
7. Also relevant and considered in this case is Section 14 of the Act.

Issue 1: Return of the security deposit - \$375.00

Tenant Position

8. The tenant testified that she and her husband moved into the unit on October 29, 2011 with rent set at \$690.00 per month due on the 1st of each month. A security deposit in the amount of \$475.00 was paid. Her husband passed away in October 2018 and she moved out of province. The last week of November 2018 she gave a verbal notice that she was vacating the unit on December 31, 2018. In December 2018 she hired Household Movers to remove her belongings from the unit. To the date of the hearing the landlord has not returned her security deposit.

Landlord Position

9. The landlord acknowledges a security deposit in the amount of \$475.00 was paid in October 2011. He testified that he received the Application for Dispute Resolution on August 30, 2019 but he did not file a claim within 10 days from receiving the application to keep the security deposit.

Analysis

10. I have reviewed the testimony and evidence of the tenant. I have determined that there is one issue that needs to be addressed; did the tenant pay a security deposit in the amount of \$475.00. The landlord acknowledges a security deposit in the amount of \$475.00 was paid. The landlord has not filed an application to keep the security deposit as per section 14.(11). Under section 14.(12)

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

Decision

11. The landlord shall return the \$475.00 security deposit to the tenant.

Issue 2: Return of Possession - \$230.00

Tenant Position

12. The tenant testified that in December 2018 she hired Household Movers to pack and remove her belongings from the unit. After the movers removed her belongings from the unit her items were in storage for 6 months. When she received her belongings her Christmas decorations, a DVD player, a pair of Waders and a taxi/police scanner were missing. She doesn't have an estimate on the replacement cost. She testified that she called the office for the building prior to the date the Household Movers were to remove her belongings to make sure that the movers would take her items from the storage room. When she discovered her items were missing she contacted Household Movers and she was advised by someone at the company that the driver was not aware of a storage room.

Landlord Position

13. The landlord testified that the tenant had a storage locker but they didn't have a key to the locker. It is the responsibility of the owner of each locker to provide their own key. When they received the application in September they checked the storage locker. There was a padlock on the door but there was nothing in the locker. It is a mesh type locker. He testified that when the tenant asked could someone supervise Household Movers when they were removing her belongings, she was told that was not part of their responsibility. They opened the door to her unit for the movers when they arrived. They did not have staff supervise the move. He stated he is not aware if the movers went to the storage locker.

Analysis

14. I have reviewed the testimony and the evidence of the landlord and tenant. I have determined that there is one issue that needs to be addressed; is the tenant entitled to compensation for return of possession. I find that the tenant hired Household Movers to move her belongings from the unit. She did not have someone oversee the move. Her items were in storage for 6 months after they were removed from the unit. The onus would be on the tenant to make sure all of her belongings were removed when the tenancy ended. The claim for compensation for missing possessions is unsuccessful.

Decision

15. The tenant's claim for compensation for missing possessions fails.

Summary of Decision

16. The tenant is entitled to the following:

a) Return of the security deposit.....\$475.00

February 10, 2020

Date

_____ [REDACTED]
Residential Tenancies Section