

Residential Tenancies Tribunal

Decision 19-0779-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 11:15 am on 14 November 2019 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant and landlord, [REDACTED], was represented at the hearing by [REDACTED] ("[REDACTED]") and [REDACTED] ("[REDACTED]"). The respondent, [REDACTED], hereinafter referred to as "the tenant", did not participate.

Issues before the Tribunal

3. The landlord is seeking an order for compensation for damages in the amount of \$821.72.

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 decision is policy 9-3: Claims for Damage to Rental Premises and rule 29 of the *Rules of the Supreme Court, 1986*.

Preliminary Matters

6. The tenant was not present or represented at the hearing. 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 he has been properly served. [REDACTED] submitted an affidavit at the hearing stating that the tenant was served with notice of the hearing 11 October 2019 and he has had 33 days to provide a response. 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 his absence.

Issue 1: Compensation for Damages - \$821.72

Relevant Submissions

7. [REDACTED] stated that she had entered into a monthly rental agreement with the tenant on 18 October 2017 and a copy of that agreement was submitted with her application ([REDACTED] #1). The agreed rent was set at \$598.00 and it is acknowledged in the rental agreement that the tenant had paid a security deposit of \$300.00.
8. The landlord stated that on 30 October 2018 she issued the tenant a termination notice, effective 31 January 2019. The tenant vacated on 05 February 2019. The landlord returned the security deposit to the tenant on 14 May 2019.
9. After the tenant vacated, [REDACTED] stated that she was required to carry out some cleaning and had to remove garbage which had been left behind at the unit. She also stated that she had to carry out some repairs at the unit and she submitted the following breakdown of the costs she is seeking here ([REDACTED] #2):

• Floor tiles	\$37.50
• Hush grills.....	\$19.00
• Labour	\$167.50
• Clean stove.....	\$51.75
• Clean fridge	\$37.50
• Remove items.....	\$500.00
 Total.....	 <u>\$821.72</u>

10. [REDACTED] submitted photographs at the hearing showing the condition of the unit after the tenant moved out ([REDACTED] ##2-6). [REDACTED] pointed out that numerous floor tiles had chips taken out of them which he stated was caused by the tenant's chairs and sofas. He also pointed out that there were rust stains on the tiles. [REDACTED] stated that 50 tiles had to be replaced at the unit by his workers. He submitted an Inventory Control document ([REDACTED] #7) which shows that each floor tile costs \$.075, for a total of \$37.50 + tax. He is also seeking compensation for 4 hours of labour to remove those tiles and reinstall the new ones at a rate of \$32.50 per hour.
11. [REDACTED] also submitted a photograph showing one of the ceiling hush grills for the HRV system ([REDACTED] #8) and he pointed out that it was very dirty. He stated that there were 2 of these grills that were very dirty and could not be cleaned and he claimed that it was cheaper to replace these grills than it was to take the time

repaint them. He submitted a copy of a fax he had received from Rona showing that these grills each cost \$9.50 + tax and he is seeking compensation for half an hour of labour to install them.

12. [REDACTED] also submitted photographs showing the condition of the stove and the refrigerator after the tenant vacated ([REDACTED] ##10-13) and he pointed out that there appliances had not been cleaned by the tenant before he vacated and there was still food left in the refrigerator. He also submitted an internal memo ([REDACTED] #14) showing that the landlord charges \$51.75 for labour and materials to clean a stove and \$37.50 for a refrigerator.
13. The remaining photographs submitted by the landlord ([REDACTED] ##16-29) show that the tenant had left behind a large amount of garbage and personal belongings. Garbage is seen on a patio and outside the main entrance, as well as on the floors throughout the unit. A lot of clothing, boxes containing personal items, Christmas decorations and toys can also be seen in these photographs.
14. [REDACTED] submitted an invoice at the hearing ([REDACTED] #15) showing that the landlord was charged \$575.00 by a contractor to have these items removed from the rental unit.

Analysis and Decision

15. I accept the landlord's evidence showing that the floor tiles at the rental unit were damaged and the costs the landlord is claiming here is reasonable. I also find that the tenant had not cleaned the unit before he vacated and he had left behind a significant amount of garbage which had to be disposed of.
16. As such, the landlord's claim for compensation for damages succeeds as follows:

• Flooring	\$173.13
• 2 hush grills	\$38.10
• Clean fridge and stove.....	\$89.25
• Garbage removal.....	\$575.00
Total Owing to Landlord	<u>\$875.48</u>

Issue 2: Hearing Expenses

17. [REDACTED] submitted a hearing expense claim form and a receipt showing that she was charged \$30.00 to hire a process server. She was also charged \$20.00 to file this application. As the landlord's claim has been successful, the tenant shall pay these hearing expenses.

Summary of Decision

18. The landlord is entitled to the following:

a) Compensation for Damages	\$875.48
b) Hearing Expenses.....	\$50.00

Total Owing to Landlord

\$925.48

15 April 2020

Date

[Redacted]
John R. Cook
Residential Tenancies Tribunal