

Residential Tenancies Tribunal

Decision 20-0124-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:05 am on 12 March 2020 at the Government Service Centre, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as "the tenant" and "[REDACTED]", respectively, also participated. They were represented by [REDACTED] ("[REDACTED]").

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for compensation for damages in the amount of \$3437.33;
 - An order for a payment of rent in the amount of \$2500.00;
 - An order for a payment of late fees in the amount of \$138.00;
 - An order for a payment of utilities in the amount of \$438.68; and
 - An order for a payment of "other" expenses totalling \$786.25.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this decision is sections 14 and 15 of the *Residential Tenancies Act, 2018* and policy 9-3: Claims for Damage to Rental Premises.

Preliminary Matters

7. This is the second hearing this Board has heard concerning this tenancy. 2 applications (████████ and ████████) were heard on 30 October 2019. As a result of that hearing, the tenants were ordered to pay the landlord \$561.00 in rent and late fees.
8. The tenant called the following witnesses:
 - █████ (“█”) – the tenant’s mother
 - █████ (“█”) – the tenant’s father

Issue 1: Compensation for Damages - \$3437.33

Relevant Submissions

The Landlord’s Position

9. The landlord and tenants had entered into a 1-year, fixed-term lease on 15 April 2019. The agreed rent was set at \$1000.00 per month and the tenants had paid a security deposit of \$500.00.
10. █ vacated the unit on 01 June 2019.
11. On 07 October 2019, the landlord sent the tenant 3 termination notices, and on 09 October 2019 she sent her a 4th notice. The notices state that the landlord is seeking to have the tenant vacate on these dates: 08 October 2019, 17 October 2019 and 20 October 2019.
12. On 21 October 2019, the tenant issued the landlord a termination as well and she vacated on 31 October 2019.
13. The landlord stated that after the tenant moved out, she was required to carry out a significant amount of repairs and she submitted an invoice at the hearing (█ #1) showing the charges she had incurred to have repairs carried out. The invoice is broken out as follows:

- Door and door trim \$340.00
- Wi-Fi thermostat \$400.00
- Plaster and paint walls \$600.00
- Replace outlet covers \$25.00
- Replace 42` baseboard \$120.00
- Replace broken screen \$60.00
- Sand and finish hardwood floor \$600.00
- Crown moldings \$110.00

- Replace floor in laundry room \$380.00
- HST` \$395.25
- Total..... \$1250.00

Door and door trim

14. The landlord stated that the tenant kept a pet dog at the unit and she claimed that it had scratched the trim work around the main entrance door. In support of her claim she submitted a photograph showing that trim work and she pointed to what she described as scratch marks (█ #3). She stated that this trim was painted by tenant1 before she vacated and she submitted a second photograph showing the trim after it was repainted (█ #2). The landlord stated that after the tenants moved out she had the trim around the door replaced.
15. The landlord also claim that she had to have the main entrance door replaced as well. She submitted 2 photographs showing that door (█ #5, #6) and stated that these photographs show that the steel in the door is split and bowed. The landlord stated that this door had to be replaced. It was only installed in July 2018.

Wi-Fi Thermostat

16. The landlord also complained that tenants had damaged a wi-fi thermostat and she submitted a photograph of that thermostat at the hearing (█ #9) and pointed to a small crack running along the bottom of the glass face. The landlord stated that this thermostat was installed in December 2017.
17. The landlord stated that this thermostat has since been replaced and she submitted 2 photographs, one from a website (█ #7) and one from a store shelf (█ #8), showing that these thermostats costs \$329.99 + tax. No receipt was submitted. The landlord stated that it was replaced by her contractor and he charged her \$400.00.

Plaster and paint walls, replace outlet covers

18. The landlord submitted a photograph at the hearing (█ #11) showing that the tenant had mounted a picture on the wall. She claimed that, according to their rental agreement, the tenant had agreed not to use screws to hang pictures, without the permission of the landlord, and she was only permitted to use Command Strips. Exhibit █ #12 shows that after the tenant moved out, that screw hole was plastered and re-painted.
19. The landlord also claimed that, in the places where the tenant had used Command Strips, when the tenant removed these strips she also peeled some paint off the walls. No photographs were submitted showing that damage. She also submitted a photograph (█ #13) showing that a switch plate was missing

and a second photograph (█ #14) showing that there was a dent next to another switch plate.

20. The landlord stated that she had to repaint the living room, the dining as well as 2 bedrooms and her contractor charged her \$600.00 to carry out that work. She also pointed out that she was charged \$25.00 to have a new switch plate installed.

Baseboards

21. The landlord also claimed that she had to replace 42 feet of baseboards and trim because of damages caused by the tenant. In support of her claim she submitted 3 photographs (█ ##15-17) showing that there were some nicks on a baseboard and what appears to be plaster.
22. Other photographs (█ #18, #23, #24) show that the trim around an interior door is bowed. The landlord stated that when her contractor tried to hammer it back into place, it cracked. The landlord stated that her contractor told her that this bowing was the result of high heat in the apartment.

Replace broken screen

23. The landlord also submitted a photograph (█ #25) showing there is a small hole in a window screen. Her contractor charged her \$60.00 to replace that screen. The landlord stated that the windows were installed in 2017.

Refinish hardwood floors

24. The landlord submitted 5 photographs at the hearing showing that there were some scratches on the floors. She surmised that these scratches were caused by the tenant's dog as well as other dogs the tenant had allowed into the unit. She also suggested that it was possible that these scratches occurred when the tenant was moving her furniture.
25. The landlord testified that the hardwood floors had to be sanded and then refinished and she testified that the floor board seen in Exhibit #30, which has a crack in it, had to be replaced. She was charged \$600.00 by her contractor to have that work carried out.

Crown moldings

26. The landlord submitted 4 photographs showing the crown moldings (█ ##19-22) over a window and she pointed out that there were 2 holes on either side of the curtain rod. She stated that her contractor had to fill those holes and repaint them. She was charged \$110.00 by her contractor for the costs of replacing these crown moldings.

Laundry room floor

27. The landlord stated that there was a leak in the laundry room a couple of months before the tenant moved in, in April 2019. After the tenant moved in the landlord hired a contractor to repair the roof to prevent any more leaking.
28. The landlord stated that in September 2019 she requested that the tenant and her dog vacate the premises during the daytime, so that contractors could enter the unit to carry out repairs on the laundry room. The landlord stated that the tenant refused her request and she was not able to carry out these repairs until after the tenant moved out.
29. The landlord argued that because the tenant had not allowed her contractors to enter in September 2019, the condition of the floor in that room worsened. The landlord argued that since the tenant refused to cooperate with her and her contractors, the tenant is responsible for the costs of replacing the floor. The landlord was charged \$380.00 to have a new floor installed.

The Tenants Position

Door and door trim

30. The tenant stated that she was not aware of any damage caused to the trim work or to the door. She also denied that she had painted the trim around the door before she vacated.
31. █ pointed out that the landlord submitted no photographs showing the door or trim work before the tenant moved in and he argued that she had failed to establish that this damage was caused during this tenancy.

Thermostat

32. The tenant also denied that she had damaged the thermostat and she claimed that it was working throughout her tenancy and up to the date she moved out, 31 October 2019. She also submitted her own photograph of the thermostat, which she stated was taken on 22 October 2019, and she stated that no crack is visible in that photograph.

Plaster and paint walls, replace outlet covers

33. The tenant stated that the landlord was aware that she had hung that one picture with a screw and she claimed that she had no issues with her doing so. She acknowledged that she had plastered that hole before she moved and her witness, █ stated that she had painted that area with some paint that had been left at the apartment. The tenant denied that she had caused any damage with the Command Strips.

34. Regarding the switch plate, the tenant acknowledges that it was removed when her internet service provider installed her wi-fi router. She claimed that the plate was left behind at the unit for the landlord to reinstall. █ argued that the costs sought here, \$25.00, was excessive and claimed that a switch plate only costs \$1.00.
35. █ also suggested that the damage seen in Exhibit █ #14 was not caused by the tenant during her tenancy but rather seems characteristic of an error caused when the hole for the electrical outlet was cut out of the drywall.

Baseboards

36. The tenant stated that she was not aware of any damage caused to the baseboards.
37. █ pointed out that the baseboards and trim are made of MDF, an inferior quality product, and he claimed that the damage noted by the landlord is typical for that type of material. He also argued that the bowing on the door trim is likely caused by high moisture levels in the apartment.

Window screen

38. The tenant denied that she had caused any damage to the window screens. █ pointed out that the landlord presented no photographic evidence at the hearing showing the window screen when the tenant moved in and the tenant stated that that hole may have been there when her tenancy began.

Hardwood floors

39. The tenant stated that she was not aware of any damage caused to the hardwood floors, except for specks of white paint, caused by the landlord, when she was painting the baseboards before the tenant moved in.
40. █ again argued that the landlord had failed to establish that this damage was caused during this tenancy as she submitted no photographs showing the condition of the floors before the tenant moved in. He also argued that no evidence was submitted by the landlord to establish that the damage was caused by a dog. Regarding the cracked floor board, █ argued that this is likely a defect in the board and was not the result of someone dropping something on the floor.

Crown moldings

41. The tenant denied that she had hung anything from the crown moldings and both she and █ argued that the landlord's photographs do not show that there are any holes in these moldings, but only 2 black spots.

Laundry room floor

42. The tenant stated that the landlord had asked that she kennel her dog while the landlord's contractors were working on the roof, but she claimed that she did not deny the landlord access to her unit to work on the laundry room. She claimed that she had only informed the landlord that she would not be able to take her dog out of the apartment during the repairs because she had no where to take him.
43. The tenant submitted photographs at the hearing showing the condition of the laundry room and [REDACTED] pointed out that the leak had to have been continuing for months prior to April 2019 as numerous sections of drywall had been removed and there was a growth of black mold on the ceiling.
44. The tenant also played a video showing the laundry room while it was raining and she pointed out that a significant amount of water was entering that room.

HST

45. [REDACTED] also complained about the invoice submitted by the landlord ([REDACTED] #1). He pointed out that although the landlord was being charged \$395.25 for HST, there is no HST number provided on that invoice, as required. He also complained the invoice is not signed.

Analysis

46. Under Section 10.(1)2. of the *Residential Tenancies Act, 2018* the tenant is responsible to keep the premises clean and to repair any damage caused by a willful or negligent act.

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 of a person whom the tenant permits on the residential premises.

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

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

In accordance with Residential Tenancies policy 9-3, the adjudicator must consider depreciation when determining the value of damaged property. Life expectancy of property is covered in Residential tenancies policy 9-6.

Under Section 47 of the Act, the director has the authority to require the tenant to compensate the landlord for loss suffered or expense incurred as a result of a contravention or breach of the Act or the rental agreement.

Order of director

47. (1) After hearing an application the director may make an order

- (a) determining the rights and obligations of a landlord and tenant;*
- (b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord;*
- (c) requiring a landlord or tenant who has contravened an obligation of a rental agreement to comply with or perform the obligation;*
- (d) requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the rental agreement*

47. I agree with █ that the landlord had failed to establish that the tenant had caused any damage to the trim work or the door during this tenancy. No photographs were submitted at the hearing showing their condition before the tenant moved in and there was no report of an incoming or outgoing inspection. I'll also note that the damage identified by the landlord in these photographs seems very minimal and I don't accept her claim that they needed to be replaced. Hence, her claim for the costs of replacing the door and trim does not succeed.

48. I reach the same conclusion with respect to the thermostat. The tenant stated that it was working fine when she vacated and without a report of an incoming or outgoing inspection, I have to conclude that the landlord has failed to present enough evidence to establish that that damage occurred during this tenancy.

49. Regarding the painting, I also find that the landlord has not submitted enough evidence to justify an award. Again, without a report of an incoming or outgoing inspection, I cannot determine whether the damage seen in Exhibit #14 was caused during this tenancy or was caused, as █ suggested, by a contractor. No evidence was submitted showing that the Command Strips, which the landlord had instructed the tenant to use, had caused any damage to the walls and although it is evident that the tenant had repaired 1 screw-hole, the amount of compensation sought by the landlord for that minimal amount of damage is highly disproportional.

50. I also find that the landlord has submitted insufficient evidence to justify an award for the costs of replacing 42 feet of baseboard. There are a few nicks in the corners of these baseboards as seen in the 3 submitted photographs, but I would attribute that damage to normal wear and tear. Furthermore, the damage seen in

the photographs seems so minimal that the replacement of the baseboards seems unnecessary—it may have been less costly to repaint the affected areas. And whether it is heat or moisture which caused the door trim to bow out, no evidence was presented to establish that this was the result of any negligent or deliberate act on the part of the tenant. It seems just as likely that this trim was improperly installed in the first place, or was on an inferior quality, as █ suggested.

51. The landlord has also failed to establish the condition of the window screen when the tenant moved in and I therefore find that not enough evidence was submitted to establish that the small hole seen in the landlord's photograph was caused by the tenant during her tenancy.
52. There are some minor scratches on the floors, but that damage seems minor and, if it were caused during this tenancy, I would attribute it to normal wear and tear. In any case, there was no evidence presented at the hearing to establish that this damage was caused by the tenant while she resided at the apartment.
53. I also find that the landlord has failed to establish that the 2 marks seen in her photographs of the crown moldings were caused by the tenant during this tenancy. There was no report of an incoming inspection and no photographs showing their condition before the tenancy began. I also find that the damage noted by the landlord is minor and does not merit an award of \$110.00.
54. With regard to the laundry room floor, I agree with the landlord that it was likely water-damaged and needed to be replaced. However, the tenant did not cause that damage and as it was 7 months after the initial leak that the landlord finally decided to carry out repairs in that room, I find that the floors would have needed to be replaced anyhow, whether that was in September 2019 when the landlord initially wanted to go in, or November 2019, after the tenant moved out. I do not accept the landlord's claim that this delay had caused any additional damage.

Decision

55. The landlord's claim for compensation for damages does not succeed.

Issue 2: Other Expenses - \$786.25

56. This portion of the landlord's claim concerns the costs associated with hiring a pest control company and the costs of cleaning the unit after the tenant vacated.

Pest Control

57. The landlord submitted into evidence a letter from █ (#37) stating that there are signs of "pest activity" at the property. That pest activity is attributed to the large amount of animal feces located in front of and behind the house. The specialist writes that he suspects that the feces is from the tenant's dog.

58. He also writes that there is a "large about of bird feces" in the dryer vent and this is evidence that the tenant "had allowed rodents into the building".
59. The landlord claimed that the tenant had let the cover to the dryer vent come off and that she did not notify her of the issue until some time afterwards and not until birds had entered the vent and made their way into the dryer.
60. The landlord stated that she had to have the unit treated for rodents after the tenant moved out and she submitted a copy of a receipt (████ #38) showing that she was charged \$486.25.

Cleaning

61. The landlord submitted an invoice at the hearing showing that she was charged \$300.00 to have the rental unit cleaned after the tenant moved out.
62. The landlord complained that the tenant had left behind some car tires and that there was a broken shelving unit left under her front steps. She also submitted photographs showing that there were some hand-prints found on the walls (████ ##37-39), that there was mold found on a shelf in the refrigerator (████ #43) and that the oven was not clean (████ #44).

The Tenants' Position

Pest Control

63. █████ pointed out that the landlord submitted no photographic evidence showing that there was any dog feces either in the front of the house or in the back yard. He pointed to the tenant's photographs, which the tenant stated were taken on 30 October 2019, and he stated that they show that there is no evidence of any dog feces on the grounds around the property. The tenant also claimed that her dog did not use the backyard.
64. The tenant's witness, █████, stated that he raked the grounds before the tenant moved out and he claimed that he removed a small amount of feces from the front yard. He claimed that there was no dog feces in the backyard.
65. █████ questioned how it was that the specialist from █████ determined that the pest activity was the result of the dog feces if there was no dog feces on the property when the tenant moved out.
66. █████ also pointed out that the landlord had submitted no evidence showing that there was any evidence of rodents in the house after she had regained possession of the property. And the tenant stated that there were already mouse traps in the basement when she moved into the unit.

67. As a final point, █ argued that the Airport Heights area of St. John's is renowned as an areas of the city that is infested with rats. As evidence of that claim he submitted an e-mail (█ #2) submitted to the City of St. John's at a public hearing into a rezoning request for a pub and eatery to open in the Airport Heights area. In that submission, the concerned citizen objects to the construction of a pub as there is already a problem with rats in that area and a construction project would only make matters worse.
68. With respect to the birds in the dryer vent, the tenant stated that as soon as she became aware that birds had entered her dryer vent, she immediately contacted the landlord.

Cleaning

69. The tenant denied that she had left behind any tires or a shelving unit at the premises and she claimed that there were already items left behind under the front steps when she moved into the property.
70. Regarding the oven and refrigerator, the tenant claimed that these appliances were cleaned before she vacated. Her witness, █, testified that she had cleaned the oven and refrigerator herself and she stated that there was no mold in the freezer. █ argued that mold cannot grow in a freezer.
71. The tenant also stated that the oven was not clean when she moved into the unit and she had to clean it the day after she moved in.
72. On inspection of the landlord's photographs, █ argued that the walls and the oven appear to be clean in those photos.
73. The tenant also played a video at the hearing showing the condition of the unit after she vacated and she claimed that this establishes that no cleaning was required at the unit.

Analysis

74. Regarding the issue with the rodents, I agree with █'s arguments. No photographic evidence was presented by the landlord to establish that there was dog feces left on the grounds of the rented premises and there was no photographic evidence establishing that there was any trace of mice or rats in the apartment.
75. I also accept the tenant's claim that she had notified the landlord about the issue with the birds as soon as she became aware of that matter and her submitted text-messages bear that out. In those messages the landlord stated that she had replaced the screen to the dryer vent 5 times but it kept falling off. She writes that the last time it came off she merely taped it back in place.

76. Accordingly, I find that there was insufficient evidence submitted by the landlord to establish that the tenant was responsible for pest activity at the property.
77. Regarding the cleaning, I was also not persuaded that the landlord has established that she is entitled to the costs of hiring a professional for 10 hours of cleaning. There was no report of an incoming or outgoing inspection and the tenant denied that she had left behind any possessions at the property. I also agree with █ that the photographs of the walls and oven do not establish that any cleaning was required.
78. I also find that the evidence submitted by the tenant—over 70 photographs and 2 videos—shows that, except for the laundry room, it was left in a very clean and neat state and was ready for immediate occupancy.

Decision

79. The landlord's claim for the costs of pest control and cleaning does not succeed.

Issue 3: Rent - \$2500.00

Relevant Submissions

The Landlord's Position

80. As a result of the hearing held on 30 October 2019, the tenant was ordered to pay the landlord \$500.00 for rent that was owing for October 2019. The landlord stated that the tenant had not complied with that order and she is still seeking a payment of that amount.
81. In addition to the rent for October 2019, the landlord argued that she is also entitled to rent for November and December 2019 as a result of the damages caused to the unit by the tenant.
82. The landlord stated that because of the damages that the tenant had caused she was required to get permits from the City of St. John's to carry out repair work at the rental unit. She complained that the process of getting permits and then having the City inspect the property after the work had been completed was a time-consuming process and she was not able to put new tenants into the unit until 01 January 2020.

The Tenant's Position

83. █ claimed that the landlord would not require permits any of the damages the landlord had alleged were caused by the tenant. He claimed that permits are not required for painting, for sanding floors, for replacing screens, for replacing trim work etc.

84. █ asserted that permits are only required for structural work and he pointed out that permits may have been required to repair the laundry room. But he argued that as the tenant had not caused any damage to the laundry room, any delay in obtaining permits and carrying out inspections of the completed work cannot be attributed to her.
85. He also pointed out that the landlord had issued the tenant 4 termination notices in the month of October 2019 and she wanted her to vacate the premises by 20 October 2019, according to the last notice.
86. █ stated that the landlord had been interfering with tenant's peaceful enjoyment during the month of October 2019 and had been bullying her and that was the reason why the tenant terminated her lease, effective 31 October 2019. In support of that claim, he submitted a copy of an e-mail exchange between the landlord and the tenant from 10 October 2019 (█ #3) in which the landlord instructs the tenant to vacate by 20 October 2019. In that exchange, the landlord states that she had been in contact with the RNC and the Sheriff. She also threatened to charge the tenant with trespassing if she stays past 20 October 2019 and she also threatened to contact her place of business and make a complaint.

Analysis

87. Regarding the \$500.00 that is owing for October 2019, the tenant acknowledged that she had not paid that amount to the landlord. However, as that issue had already been disposed of as a result of the hearing held on 30 October 2019, I cannot issue another order concerning that same matter.
88. Regarding the rent for November and December 2019, I also find that the landlord's claim does not succeed.
89. As I determined in the previous 2 sections, there was insufficient evidence submitted by the landlord to establish that the tenant was responsible for any significant damages to the property. On the contrary, the evidence submitted by the tenant shows that the unit was left in good condition and, except for the laundry room, ready for immediate occupancy.
90. It seems likely to me that if any renovations or repairs were required after the tenant moved out, those repairs were related to the laundry room. Permits may even have been required for the repairs to that room. But as the damage to that room was caused by a leak which occurred 2 months prior to the tenant moving in, and then left unaddressed for the whole of the summer, any loss of rental income suffered by the landlord during November and December 2019 cannot be pinned on the tenant.

Decision

91. The landlord's claim for a payment of rent does not succeed.

Issue 4: Late Fees - \$138.00

Relevant Submissions

The Landlord's Position

92. The landlord stated that she was awarded \$61.00 in late fees as a result of the hearing which took place on 30 October 2019 and she stated that the tenant has yet to pay her.
93. In addition to those late fees, the landlord has assessed the maximum \$75.00 for rent for November and December 2019.

Analysis

94. As indicated in the previous decision, [REDACTED], the maximum late fee a landlord may charge is \$75.00. The landlord was awarded late fees as a result of the previous hearing for the period from when the tenant fell into rental arrears, 02 October 2019, to the date of the hearing, 30 October 2019. That amount came to \$61.00.
95. As the tenant never did pay those assessed fees, the landlord is entitled to a payment of the remaining \$14.00 to bring the fee to maximum of \$75.00.

Decision

96. The landlord is entitled to a payment of late fees in the amount of \$14.00.

Issue 5: Utilities - \$438.68

Relevant Submissions

The Landlord's Position

97. The landlord stated that when the tenant moved into the unit, the oil tank was half full. She stated that she had an agreement with the tenant that when she vacated she would have it filled at the same level.
98. The landlord complained that the tank was only about 1/8 full when she vacated and she submitted a photograph showing the oil gauge on the tank.
99. The landlord stated that she had the tank filled halfway up after the tenant vacated and she submitted a statement from her oil provider ([REDACTED] #46) showing that she was charged \$438.68.

The Tenant's Position

100. The tenant denied that the tank was half full when she moved in and she claimed that she had to have oil delivered soon after the tenancy began.
101. █ pointed out that there is no documentary evidence showing the level of the tank when the tenancy began.
102. █ also complained that the submitted statement does not show how much oil was put into the tank. He also claimed that the statement was dated January 2020, and argued that the oil the landlord was seeking reimbursement for was oil that was used during November and December 2019. He argued that as the tenant was not responsible for the unit during those 2 months, she is also not responsible for the costs of the oil.

Analysis

103. The statement submitted by the landlord is dated 03 December 2019 and it shows that she had \$438.68 worth of oil put into the tank on 01 November 2019.
104. However, I agree with █ that there is no documentary evidence establishing how much oil was in the tank when the tenancy began, e.g. an incoming inspection report, I do not have enough evidence to make a determination of how much, if any, oil the tenant is required to compensate the landlord for.

Decision

105. The landlord's claim for a payment of utilities does not succeed.

Issue 6: Hearing Expenses

106. The tenant submitted a receipt showing that she had paid \$18.35 to purchase USB thumb drives on which to submit her electronic evidence.

Analysis

107. Policy with this Section is that the party who receives an award shall have their hearing expenses awarded also.

Decision

108. The tenant's claim for hearing expenses succeeds in the amount of \$18.35.

Issue 6: Security Deposit

109. The tenant paid a security deposit of \$500.00 on 13 April 2019. That deposit shall be disposed of as follows:

- a) Security Deposit \$500.00
- b) Hearing Expenses \$18.35
- c) LESS: Late Fees (\$14.00)
- d) Total Owing to Tenant \$504.35

11 June 2020

Date

John R. Cook
Residential Tenancies Tribunal

