

Residential Tenancies Tribunal

[REDACTED] Decision 20-0395-05

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:06 pm on 12 November 2020 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", participated in the hearing. She was represented at the hearing by [REDACTED] ("[REDACTED]").
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", did not participate.

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for compensation for damages in the amount of \$300.00, and
 - Authorization to retain the security deposit of \$300.00.

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

Preliminary Matters

7. The tenant was not present or represented at the hearing and I was unable to reach her by telephone. 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 a 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. The landlord submitted an affidavit with her application stating that the tenant was served with notice of the hearing, by e-mail, on 25 October 2020, and a copy of that e-mail was submitted with the landlord's application. The tenant has had 17 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 her absence.

8. This is the second application heard by this Board concerning this tenancy. As a result of a hearing held on 11 August 2020 (████████), the landlord was granted an order for vacant possession of the rented premises.

Issue 1: Compensation for Damages - \$300.00

Relevant Submissions

9. The landlord stated that she had entered into a monthly rental agreement with the tenant on 15 July 2018. The agreed rent was set at \$800.00 per month and the landlord stated that the tenant had paid a security deposit of \$300.00.
10. The landlord issued the tenant a termination notice on 01 June 2020 under section 24 of the *Residential Tenancies Act, 2018* (notice where tenant contravenes peaceful enjoyment and reasonable privacy) and she regained possession of the property on 19 August 2020.
11. The landlord stated that the rental unit was left in a very poor state after the tenant moved out and the tenant had left behind a large amount of personal belongings. She also complained that she had discovered drug paraphernalia all through the apartment, including tourniquets and syringes, and blood was found on several surfaces. In support of her claim the landlord submitted photographs with her application showing the condition of the unit after the tenant vacated.
12. The landlord stated that the whole apartment had to be cleaned because of the condition the tenant had left it in and she testified that she and █████ had spent 10 hours each removing the garbage, the drug paraphernalia and cleaning the surfaces and appliances in the unit. She is seeking compensation for 20 hours of their personal labour.
13. The landlord also pointed to a photograph showing that there was a hole in the wall and she claimed that a guest of the tenant had caused that damage with his fist. That hole has not yet been replaced but the landlord is seeking compensation for the costs she will incur to have someone come to the apartment and carry out the required repairs.

Analysis

14. The landlord's evidence shows that the tenant had not carried out any cleaning before she vacated and that she had caused there to be a hole in one of the walls at the apartment. I accept the landlord's testimony that it took 20 hours to clean the apartment and that she will incur costs to have that hole repaired.
15. Policy with this Section is that an applicant may claim up to \$20.15 per hour for their personal labour. As, at that rate, the landlord would be entitled to claim over \$400.00 for her labour for cleaning alone, I find that she is entitled to the \$300.00 she is seeking here.

Decision

16. The landlord's claim for compensation for damages succeeds in the amount of \$300.00.

Issue 2: Security Deposit

17. The landlord stated that the tenant had paid a security deposit of \$300.00 in July 2018. As the landlord's claim for compensation for damages has succeeded, she shall retain that deposit as outlined in this decision and attached order.

Summary of Decision

18. The landlord is entitled to the following:

- a) Compensation for Damages \$300.00
- b) LESS: Security Deposit (\$300.00)
- c) Total Owing to Landlord \$0.00

02 March 2021

Date

John R. Cook
Residential Tenancies Tribunal