

Service Nova Scotia and Municipal Relations

Residential Tenancies

Phone: (902) 424-5200

Toll Free: 1-800-670-4357

Order of the Director

File Number: 200701243

Address of Rental

Unit:

Damage to Premises

Complaint(s): security deposit retention

Applicant:

Respondent:

Address:

Address:

Value of Application to Director: \$887.00

Valid landlord/tenant relationship exists/existed: Yes

Service to the other party was confirmed: Yes

Written lease signed: Yes

Lease Term: Monthly

Security deposit given to landlord: \$225.00

Security deposit held in trust account: Yes

Copy of Act and/or lease given to tenant: Both

Date tenancy began: 01-FEB-2006

Date tenancy ended: 01-MAY-2007

Date of Application(s): 20-APR-2007

Summary of Issue:

This is an application filed by the landlord requesting termination of tenancy and payment of money.

The landlord was in attendance and represented himself.

The tenant was not in attendance nor represented although personally served with a copy of the application to Director/Notice of Hearing.

Upon review of all the evidence and materials submitted to the Officer , on 07-MAY-2007, and,

Based on the following reasons:

1. This landlord/tenant relationship commenced on February 1, 2006 with a written month to month standard form of lease, currently at a monthly rental of \$480.00
2. A security deposit of \$225.00 was paid. The landlord is requesting to apply the security deposit toward the cost to replace damage to back entrance steel door.
3. The landlord gave the tenant a notice to vacate on January 30, 2007 to be effective May 1, 2007. The tenant is no longer in occupancy, therefore termination of the tenancy is no longer being sought.
4. The landlord testified that he is requesting \$887.00 to repair damaged frozen heating pipes as the tenant did not provide oil to the furnace as required in the standard lease agreement.
5. The landlord is requesting to apply the security deposit of \$225.00 plus interest to repair the damage to the back entrance steel door. The
6. The landlord also testified that he is holding \$160.00 in trust belonging to the tenant, representing oil remaining in the tank, the landlord is requesting to apply this amount to the outstanding costs. The \$160.00 held in trust by the landlord cannot be dealt with at this time as it was not on the Application to Director.

Having reviewed all of the evidence, it is Ordered that:

The tenant is to pay to the landlord the amount of \$887.00 representing the cost of repairs to the heating system pipes.

The security deposit and interest are to be retained by the landlord and applied to the cost to repair the damage to the back entrance door.

Signed: _____
Residential Tenancy
Officer

Date: 08-MAY-2007

An Appeal may be filed within ten (10) days of the date of this Order at the Small Claims Court for your area. If no appeal is filed, this Order may be made an Order of the Small Claims Court.