

Residential Tenancies Tribunal

Application 2024-0515-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 17 July 2024 via teleconference.
2. [REDACTED], hereinafter referred to as “the landlord”, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them by telephone at the start of 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 respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents’ absence so long as they have been properly served. The landlord submitted an affidavit (LL#1) and supporting documents with his application and stated he had served the tenants with notice by electronic mail on 4 July 2024 [REDACTED] & [REDACTED]. As both tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, the hearing proceeded in the absence of the tenants.
5. There was a written fixed term agreement (LL#2) which commenced on 1 June 2022 that evolved to a monthly agreement on 1 June 2023. The tenants vacated the rental premises on 31 May 2024. Rent was set at \$1,700.00 due on the first of each month. There was a security deposit of \$850.00 collected on the tenancy on 24 April 2022 which is still in possession of the landlord.

6. In a proceeding under the *Residential Tenancies Act, 2018*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicants have to establish that his/her account of events is more likely than not to have happened.
7. The disposition of the security deposit will also be determined in this decision.

Issues before the Tribunal

8. The landlord is seeking the following:
 - An Order for compensation for damages in the amount \$9,291.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in these cases are Sections 14 of *the Act*, along with Residential Tenancies Program Policy Number 09-003: *Claims for Damages to Rental Premises*, 09-005 *Life Expectancy of Property*, and 12-001: *Costs*.

Issue 1: Compensation for Damages of \$9,291.00

11. The landlord testified the 4-bedroom home was “redone” in April 2022 and there had been no other occupants of the rental premises but the respondents since this work had been completed. The landlord is seeking compensation for damages caused by the tenants in the amount of \$9,291.00. The damages were observed after the tenants vacated the rental premises. Those damages the landlord broke down into 19 items outlined on his damage’s ledger (LL#3), and provided 52 exhibits comprised of pictures and texts (LL#4) . Those 19 items will be grouped under 14 separate headings in this decision.
12. Along with his application, the landlord provided pictures both before the tenants took occupancy of the rental premises (LL#4, exhibit # 52) and after they vacated (LL#4, exhibits 1-50).

Eight Interior Doors

13. The landlord claims \$1000.00 associated with replacing eight interior doors which had to be replaced due to damages caused by the tenants. The landlord testified all eight doors were newly installed in 2021. Along with his application, the landlord provided pictures of the premises prior to occupancy, including some of

the doors (LL#52) and pictures after occupancy demonstrating damage to those doors (LL#4, exhibits # 5,7,8, 9,10,11 12, 22 & 23). The landlord stated the new doors had been purchased from the re-store, Habitat for Humanity and he supplied a receipt along with his application (LL#5).

Two Closet Doors

14. The landlord claims \$200.00 associated with having to replace two folding closet doors due to damages (holes in the doors) caused by the tenants. Along with his application, the landlord provided pictures of the doors prior to occupancy and after occupancy (LL#4, exhibit 13). The landlord testified he purchased the doors on Marketplace, and the seller of these two items did not provide receipts. A receipt from Kent building supplies for items required to install the doors, such as mechanism tracks, screws, etc. was provided totaling \$72.39.

Flooring

15. The landlord claims \$600.00 associated with having to replace 220 square feet of flooring. The landlord testified the vinyl flooring in the kitchen and entry way had been replaced and new flooring installed before the tenancy; some of this new flooring was damaged and had to be replaced. Along with his application, the landlord provided pictures of the flooring prior to occupancy (LL#4, exhibit 52) and after occupancy (LL#4, exhibit 27). He supplied a receipt from Kents for flooring in the amount of \$593.88 tax included (LL # 5).

Paint

16. The landlord claims \$1,475.00 associated with having to repaint the cupboards, walls, trim and ceilings of the rental premises. The costs associated with this item were presented as follows:
 - Cost of paint for Cupboards.....\$240.00
 - Cost of paint for walls.....\$650.00
 - Cost of paint for ceiling and trim.....\$585.00
17. The landlord testified all the interior painting had been newly done prior to the occupancy and stated that due to the damages to the walls, cupboards, ceiling and trim, as well as the tenants smoking inside the rental property, it had to be repainted. Along with his application, he supplied pictures prior to the tenancy (LL#4, exhibit 52), and pictorial evidence after the tenancy ended (LL#4, exhibits 1-16, 25, 40, 42&48). As well, receipts for the paint and supplies from Kents, Dulux, and the Paintshop were provided demonstrating he purchase of 13 gallons of paint, as well as painting supplies (LL# 5) totalling \$1,305.61 including tax.

Light Fixture

18. The landlord claims \$200.00 associated with a light fixture in the living room area of the rental premises. A picture of the light fixture prior to occupancy was provided (LL#4, exhibit 52). The landlord testified the light was working; however the fixture was ruined as a part of the fixture was missing, the damage of which he attributed to the tenants. Along with his application, the landlord supplied a picture demonstrating the damage to the light fixture (LL#4, exhibit 30) after the tenants vacated. There was no receipt supplied demonstrating the cost of the original fixture or the cost of a replacement.

Drywall and Plaster

19. The landlord claims \$80.00 associated with having to purchase one sheet of drywall (\$20.00) and two buckets of plaster (\$60.00). He testified the tenants were responsible for the holes in the walls. Along with his application, the landlord supplied pictures of the rental premises before (LL#4, exhibit 52) and after occupancy (LL#4, exhibits 1,2,3,4,6,15,16, 33, 34, 41, and 42). There were also receipts supplied from Kents for drywall compound and related supplies totaling \$57.50 (LL#5).

Pantry Doors

20. The landlord claims \$100.00 associated with having to purchase two pantry doors which were unrepairable. He testified the doors had been installed prior to occupancy. Along with his application, the landlord provided pictures of the rental premises before (LL4, exhibit 52) and pictures of the damaged doors after the tenants vacated (LL#4, exhibits 1718, 19). There were no receipts supplied for the costs associated with purchase of the pantry doors.

Baseboards

21. The landlord claims \$160.00 associated with having to purchase eight new base boards. He testified the items were newly installed prior to the occupancy and attributed the need to replace the items being due to the tenants having three large dogs during the tenancy. Along with his application, the landlord provided pictures before (LL#4, exhibit 52) and after the tenancy (LL#4, exhibit #6, 31, 43). The landlord provided receipts for the purchase of the items from Kents building supplies for 9 pieces of moldings for a total amount of \$216.87 tax included (LL#5).

Dishwasher

22. The landlord claims \$600.00 associated with having to purchase a new dishwasher. He testified the appliance was two years old and there was no

warranty left on the dishwasher. The landlord stated the strainer of the appliance was never cleaned during the tenancy which resulted in the dishwasher pump “burned out”. Along with his application, the landlord supplied a picture of the dishwasher (LL#4, exhibit 38). As well, he supplied a receipt for the cost of the new dishwasher (LL#5) in the amount of \$459.99 tax included, and a receipt for miscellaneous items required for installation from Kents building supplies in the amount of \$63.20 tax included.

Window Screens

23. The landlord claims \$300.00 associated with having to install 6 new window screens. He testified all the screens of the exterior windows of the rental property were in place prior to the tenancy and none remained after the tenants vacated the rental premises. Along with his application, the landlord supplied pictures of the rental property prior to the tenancy (LL#4, exhibit 52), some of which included pictures of windows with screens. There was one photo provided following the tenant’s vacancy demonstrating a window (LL#4, exhibit 39); however, whether or not it contained a screen was not discernable. There were no receipts supplied for the costs of the new screens.

Dump Runs

24. The landlord claims \$400.00 associated with having to make ten trips to the local landfill. He testified after the tenants vacated, there were personal belongings left behind which he had to dispose of, as well as refuse from required repairs. Along with his application, the landlord supplied pictures of the rental property both inside and outside (LL#4, exhibits 1, 12, #45, 46, 47 & 49). There were no receipts provided from the local landfill.

Labour

25. The landlord claims \$3776.00 associated with labour costs for repair and maintenance. He testified after the tenants vacated, he and a friend worked on the rental premises for a total of 80 hours. In support of his testimony, the landlord provided pictorial evidence (LL#4, exhibits 1 – 50) demonstrating the damage to the premises, the abandoned personal belongings and refuse, and the requirement to clean the premises.

Miscellaneous

26. The landlord claims \$200.00 associated with having to purchase various items such as wood glue, tape, cleaning supplies and other miscellaneous items required to clean and repair the damages of the rental premises after the tenants vacated. Along with his application, as indicated herein, there was pictorial evidence supplied for the need for repairs and replacement (LL#4, exhibits 1-50).

In addition, the landlord also supplied receipts for the miscellaneous items from Kents building supplies and Walmart totaling \$239.87 tax included (LL#5).

Heater

27. The landlord claims \$200.00 associated with purchase of a new electric heater. He testified the heater was in the kitchen of the rental premises and the plastic on the appliance was "burnt". The landlord stated technically it still worked after the tenants vacated; however, the electronic component was burnt up and could not be repaired and he felt it had to be replaced. Along with his application, the landlord supplied a picture of the heater (LL#4, exhibit #44). There was no receipt supplied for the costs associated with replacing this heater.

Analysis

28. With all damage claims, three primary things must be established:
- a) The damages exist and occurred throughout the tenancy;
 - b) The tenants are responsible for the damage through willful or negligent act(s); and
 - c) The value to repair or replace the damaged items. When considering the value to repair and replace each item, depreciation should also be a factor.
29. The tenants were not present to dispute any claims and the items are analyzed base on the testimony of the applicant and the photographs and receipts entered into evidence. Each of the fourteen (14) groups of items are analyzed as follows:

Eight Interior Doors

30. The landlord claims \$1,000.00 for costs associated with the replacement of eight interior doors. He testified that all eight doors had been newly installed in 2021 and required replacement due to irreparable damages and provided photographs to support his assertion (LL#4, exhibits # 5,7,8, 9,10,11 & 1912, 22 & 23). The landlord stated the new doors had been purchased from the re-store, Habitat for Humanity and supplied a receipt along with his application (LL#5). A review of this receipt demonstrates the purchase of one interior door for the price of \$50.00. Based on the photographs entered into evidence and in accordance with Policy 9-003 as stated above, I accept the that the doors were damaged during the tenancy and needed replacing. The landlord did not provide receipts for all eight doors; however I accept his testimony that all eight doors were replaced and find that an award of some value is warranted. Section 9-5 of the Residential Tenancies Policy states that a straight-line depreciation calculation should be applied when dealing with physical objects. As the *National Association of Home Builders* puts the life expectancy of interior doors as potentially lasting a lifetime, depreciation does not apply. Research demonstrates that standard 6-panel

interior doors can be purchased for \$77.00 (taken from www.kent.ca). The landlord testified that he purchased the doors from Habitat for Humanity and provided a receipt for one door in the amount of \$50.00. I find this a reasonable cost to replace each door. I find that the tenants are responsible for the cost of replacing eight interior doors in the amount of $\$50.00 \times 8 = \400.00 .

Two Closet Doors

30. The landlord claims \$200.00 associated with having to replace two folding closet doors which had to be replaced due to damages (holes in the doors) caused by the tenants. Along with his application, the landlord provided pictures of the doors prior to occupancy and after occupancy (LL#4, exhibit 13). The landlord testified he purchased both doors on MarketPlace, and the seller did not provide receipts. A receipt from Kents for items required to install the closet doors, such as mechanism tracks, screws, etc. was provided totaling \$72.39. I accept the landlords' testimony that the closet doors were replaced and find that an award of some value is warranted. Section 9-5 of the Residential Tenancies Policy states that a straight-line depreciation calculation should be applied when dealing with physical objects. As the National Association of Home Builders puts the life expectancy of closet doors as potentially lasting a lifetime, depreciation does not apply. Research demonstrates that standard 6-panel bi-folding door can be purchased for \$98.00 (taken from www.kent.ca). Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for the replacement of both doors for an estimated total cost of \$268.39 ($(\$98.00 \times 2) + 72.39$). As this tribunal cannot award costs in an amount higher than that which was originally claimed, I find that the tenants are responsible for the cost of replacing the closet doors in the amount of \$200.00.

Flooring

31. The landlord claims \$600.00 for costs associated with replacement of 220 square feet of flooring. The landlord testified the flooring was installed in 2002, and some of this new flooring was damaged in the rental premises and had to be replaced. Along with his application, the landlord provided pictures of the flooring prior to occupancy (LL#4, exhibit 52), as well as pictures after occupancy (LL#4, exhibit 27) which clearly identifies the requirement for repairs. Section 9-5 of the Residential Tenancies Policy states that a straight-line depreciation calculation should be applied when dealing with physical objects. According to the *National Association of Home Builders*, the life expectancy of laminate flooring is 15-25 years. Using the median of 20 years life expectancy and the landlord's testimony that the floor was installed in 2002, the remaining life expectancy of the flooring is approximately 18 years (or 90%). The landlord supplied a receipt from Kent for laminate flooring in the amount of the item \$593.88 tax included (LL # 5). I find that the tenants are responsible for the cost to replace the damaged flooring after applying depreciation in the amount of \$534.49 ($\$593.88 \times 90\%$).

Paint

32. The landlord claims \$1,475.00 for costs associated with repainting of cupboards, walls, ceiling and trim of the rental premises. The landlord testified that the rental premises was painted in 2022, and due to the damages to the cupboards, walls, ceiling and trim, as well as the tenants smoking in the premises, the property had to be repainted throughout. Along with his application, he supplied pictorial evidence after the tenancy ended demonstrating the level of damage (LL#4, exhibits 1, LL#2, LL#3, LL#4, LL#6, LL#15, LL#-16, 25, 40, 42LL#28, LL#33, & LL#48). The landlord provided receipts for the paint and supplies from Kents, Dulux, and the Paintshop demonstrating the purchase of 13 gallons of paint, as well as painting supplies (LL# Page 1 of 25) totaling \$1,305.61 including tax. According to the *National Association of Home Builders*, the life expectancy of interior paint is approximately 15 years, leaving the remaining life expectancy at approximately 13 years (87%). In considering the evidence in its totality, I conclude the tenants are responsible for the cost of repainting after applying depreciation, in the amount of \$1,135.88 (\$1,305.61 x 87%).

Light Fixture

33. The landlord claims \$200.00 for costs associated with having to replace a light fixture in the living room of the rental premises. The landlord testified he replaced the light fixture as a "jewel" on the fixture was missing. He stated the light was still functioning after the tenants had vacated, however it needed replacing as a piece of the fixture was missing. Along with his application, the landlord supplied pictures of the light fixture (LL#30). As stated in *Residential Tenancies Program Policy and Procedure Guide policy 09-003*, applicants seeking damages must provide sufficient evidence to establish the cost of repairing or replacing the damaged items and to establish the extent of the damage. I accept the landlords testimony that the light fixture was damaged cosmetically; however, it was difficult to determine the extent of the damage and whether or not it could be repaired, the light itself was functioning, there was no testimony as to the age of the fixture, nor any receipt supplied to identify the costs associated with the replacement of this item. Therefore, I conclude that I have insufficient evidence to determine what, if any, costs the tenants may be responsible for regarding this item. As such, this portion of the landlord's claim does not succeed on evidentiary grounds.

Drywall and Plaster

35. The landlord claims \$80.00 associated with having to purchase one sheet of drywall (\$20.00) and two buckets of plaster (\$60.00). He testified the tenants were responsible for the holes in the walls. Along with his application, the landlord supplied pictures of the rental premises after occupancy (LL#4, exhibits

1 - 4, 6, 15, 16, 28, 33, 34, 41 & 42). There were also receipts supplied from Kents for drywall compound and related supplies totaling \$57.50. There were also receipts supplied in relation to drywall, plaster and supplies (LL#5). Based on the photographs and receipts provided, along with the landlords testimony, I accept that there was a significant amount of repair and plastering required. I find the tenants are responsible for the costs of drywall compound and related supplies totaling \$57.50.

Pantry Doors

36. The landlord claims \$100.00 for costs associated with replacement of two pantry doors, which he testified were installed prior to occupancy. Along with his application, the landlord provided pictures of the rental premises after the tenancy (LL#17, LL#18, LL#22, & LL#23) demonstrating irreparable damage to the doors. I accept the landlord's testimony that this damage was caused by willful or negligent acts of the tenants. There were no receipts supplied for the costs associated with purchase of the pantry doors; however, I find that an award of some value is warranted. Research (taken from www.kents.ca) shows cabinet pantry doors as costing approximately \$108.00 each. According to the *National Association of Home Builders*, the life expectancy of kitchen cabinetry is 50 years, which would leave a remaining life expectancy of 96% on the original pantry doors. Based on the information in totality, I find the landlord's claim to be reasonable, and I find that the tenants are responsible for the cost of \$100.00 to replace the pantry doors.

Baseboards

37. The landlord claimed an estimated \$160.00 associated with having to purchase new base boards. He testified the items were newly installed prior to the occupancy and attributed the need to replace the items being due to the tenants having three large dogs during the tenancy which caused significant damage. The landlord provided pictures following the tenancy (LL#4, exhibit #6, 31, 43) demonstrating significant scratches, grooves, paint removal, etc. in/on the baseboards. He also provided receipts for the purchase of the items from Kents building supplies for 9 pieces of moldings / baseboard for a total amount of \$216.87 tax included (LL#5). I accept the landlord's testimony and considering the evidence in totality, I conclude on the balance of probabilities that the tenants are responsible for the costs of the baseboards / moldings. Section 9-5 of the Residential Tenancies Policy states that a straight-line depreciation calculation should be applied when dealing with physical objects. As baseboards are generally expected to have a lifetime expectancy, depreciation is not applicable. Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for the replacement of the baseboards for an estimated total cost of \$216.87. However, as this tribunal cannot award costs in an amount higher than that which was originally claimed, I find that the tenants

are responsible for the cost of replacing the baseboards in the amount of \$160.00.

Dishwasher

38. The landlord claims \$600.00 for having to purchase a new dishwasher. He testified the dishwasher was newly installed in 2022 prior to the tenancy and stated the item “burned out” due to the tenants failing to clean the stainer of the appliance. Along with his application, the landlord supplied a picture of the dishwasher (LL#38) after the tenants vacated. It is identified in this piece of evidence the dishwasher was not draining. As well, he supplied a receipt for the cost of the new dishwasher (LL#5) in the amount of \$459.99 tax included, and a receipt for miscellaneous items required for installation from Kents building supplies in the amount of \$63.20 tax included. According to the *National Association of Home Builders*, the life expectancy of a dishwasher is 9 years, leaving 7 years (78%) remaining on the life cycle. Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for the cost of purchase for a new dishwasher. This portion of the landlord’s claim succeeds in the amount of \$408.09 (523.19 x 78%).

Window Screens

39. The landlord claims \$300.00 for the costs associated with having to replace window screens in six windows of the rental premises. He testified all the screens of the exterior windows of the rental property were in place prior to the tenancy and none remained after the tenants vacated the rental premises. Along with his application, the landlord supplied pictures of the windows prior to the tenancy (LL#52); however, whether they contained screens was not discernable. Upon review of the pictorial evidence supplied by the landlord after the tenants vacated, I observe one picture showing a window (LL#39). Evidence is not available to me to identify the window screens are missing in the other five windows. Viewing the evidence in its totality, I am unable to assess the window screens following the tenants vacating. Therefore, I am not in a position to evaluate whether the level of compensation is legitimate. The landlord has failed to meet the evidentiary onus, and this portion of his claim therefore fails.

Dump Runs

40. The landlord claims \$400.00 for the costs associated with having to remove items left by the tenants in and on the rental premises to the local landfill. He testified he made ten trips to the dump after the tenants vacated. Along with his application, the landlord supplied pictures of the rental property both inside and outside (LL#4, exhibits 1,12, 45 - 47 & 49). There were no receipts from the local landfill.

Considering the evidence in its totality, I conclude on the balance of probabilities that the tenants are responsible for the costs associated with having to dispose of items left in and on the rental premises. Considering the time it takes to load a

truck, transport refuse to the landfill, the cost of gas, the time to unload and return, \$40.00 per trip is not an unreasonable amount. This portion of the landlord's claim succeeds in the amount of \$400.00.

Labour

41. The landlord claims \$3,776.00 for the costs associated with repair and maintenance on the rental premises after the tenants vacated. He testified he and a friend worked 80 hours. Along with his application, as indicated herein, the landlord supplied pictorial evidence which identifies the need for repairs. I accept the landlords testimony in this regard. Based on the evidence in totality and the level of damage depicted in the evidence, 80 hours of labour for two persons to make required repairs and return the premises to its original state is not unreasonable. Section 09-005 of the *Residential Tenancies Program: Life Expectancy of Property, Claims Refusal* specifies self-labour is calculated as minimum wage (\$15.60) + \$8.00 per hour = \$23.60. Following this calculation, 80 hours of labour, ($\$23.60 \times 80 = \$1,888.00$) involving two individuals ($\$1,888.00 \times 2 \text{ individuals} = \$3,776.00$). This portion of the landlord's claim succeeds in the amount of \$3,776.00.

Miscellaneous

42. The landlords claim estimated \$200.00 associated with having to purchase various items such as wood glue, tape, cleaning supplies and other miscellaneous items required to clean and repair the damages of the rental premises after the tenants vacated. Along with his application, as indicated herein, there was pictorial evidence supplied for the need for repairs and replacement (LL#4, exhibits 1-50). In addition, the landlord also supplied receipts for the miscellaneous items from Kents building supplies and Walmart totaling \$239.87 tax included (LL#5). Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for these costs. However, as this tribunal cannot award costs in an amount higher than that which was originally claimed, I find that the tenants are responsible for the cost of the miscellaneous items in the amount of \$200.00.

Heater

43. The landlord claims \$200.00 associated with purchase of a new electric heater. He testified the heater was in the kitchen of the rental premises and the plastic on the appliance was "burnt". The landlord stated technically it still worked after the tenants vacated; however, the electronic component was burnt up and could not be repaired and he felt it had to be replaced. Along with his application, the landlord supplied a picture of the heater (LL#4, exhibit #44). There was no receipt supplied for the costs associated with replacing this heater. I accept the landlord's testimony that the heater was damaged; however, I am unable to determine the extent of the damage and whether it could be repaired based on

the evidence provided. Further, there was no testimony as to the age of the heater, nor any receipt supplied. I conclude that I have insufficient evidence to make a determination as to what, if any, costs the tenants may be responsible for regarding this item. As such, this portion of the landlord's claim does not succeed on evidentiary grounds.

Decision

44. The landlord claim for compensation for damages succeeds in the total amount of \$7,371.96, broken down as follows:

• Eight Interior Doors	\$ 400.00
• Two Closet Doors	\$ 200.00
• Flooring	\$ 534.49
• Paint	\$1,135.88
• Drywall/Plaster	\$ 57.50
• Pantry Doors	\$ 100.00
• Baseboards	\$ 160.00
• Dishwasher	\$ 408.09
• Dump Runs	\$ 400.00
• Labour	\$3,776.00
• Supplies	\$ 200.00

Issue 2: Security Deposit

45. The landlord is owed moneys and is therefore entitled to apply the security deposit against the sum owed. In this case, the initial security deposit was \$850.00.
46. Section 14(7) of the *Residential Tenancies Act*, 2018 says the landlord shall credit interest to the tenants on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulation prescribed a cumulative simple interest rate of 1% annual for the year of 2024. The results in interest of \$4.88, for a total of \$854.88.

Decision

47. The security deposit and interest of \$854.88 will be applied against the monies owed.

Issue 3: Hearing Expenses

48. The landlord claims \$20.00 hearing expenses. Along with his application, he supplied a hearing receipt (LL # 6).

Analysis

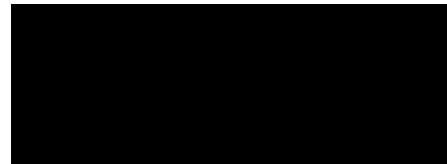
49. As the landlord's claim succeeds, the tenants shall be responsible for the \$20.00 hearing expenses.

Summary of Decision

50. The landlord is entitled to a payment of **\$6,537.08**, determined as follows:

- Compensation for Damages \$ 7,371.96
- **Less Security Deposit** **\$ 854.88**
- Hearing Expenses \$ 20.00
- Total **\$6,537.08**

23 December 2024
Date



Michael Reddy, Adjudicator
Residential Tenancies Office