

Residential Tenancies Tribunal

Application 2024-0545-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-November-2024 at 2:08 pm.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended via teleconference.
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 respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing by registered mail on 31-October-2024. The appropriate supporting documents were also provided (LL#2-LL#3). Checking the tracking number showed that the documents were made available for pickup. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.

Issues before the Tribunal

5. Should the landlords' claim for damages succeed?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

Issue 1: Damages

7. The landlords claim for \$2735.00 in compensation for damages. In accordance with the Residential Tenancies Program Policy and Procedure Guide policy 09-003, a landlord who seeks to claim compensation for damages to the rental premises must provide sufficient evidence to establish on a balance of probabilities that each item for which compensation is sought was damaged, that the damage was caused by the wilful or negligent act of a tenant or a person they allowed on the premises, the extent of the damage, and the cost of repair or replacement. This evidence ought to include documentary evidence (photos, videos, etc.) wherever possible.
8. The landlords' claim consists of 9 separate items. I will deal with each below individually.
9. First, the landlords claim \$800.00 in compensation for damage done to the laminate flooring in the kitchen, hallway, and sunroom. The landlords testified that there was water damage as well as some gouges. Photographic evidence was provided (LL#4, LL#5). A receipt was provided showing that the new flooring cost \$1380.22. The landlord testified that they installed the replacement with self-labour, which took about 40 person hours. Self-labour is compensable at a rate of minimum wage plus \$8/hour, currently a rate of \$23.60/hour. The landlord's labour time is therefore valued at \$944.00.
10. Depreciation must be considered. The landlord testified that the laminate flooring was ~7-8 years old. Laminate flooring has a life expectancy of 15-25 years. Splitting the difference for both ranges of numbers, this means that the tenant's wilful or negligent action in damaging the flooring cost the landlords a value of $\$2324.22 \times (12.5/20) = \1452.64 . However, the landlords claim only \$800.00 and that is all the respondents were provided notice of in relation to the flooring. In the interest of procedural fairness, I decline to award more than that.
11. This portion of the landlords' claim succeeds in the amount of \$800.00.
12. Second, the landlords claim \$200.00 in compensation for damage to the cabinet beneath the kitchen sink. The landlord testified that they had found that the cabinet had suffered from water damage as the tenant allowed water to pool beneath the sink and had not notified them of this. A photo of this damage was provided (LL#7). The landlord says replacing the damaged board beneath the cabinet took 8 hours, which sets the value of the labour at \$188.80. They also testified that they had to purchase the board, but no receipt was provided. Kitchen cabinets have a life expectancy of a lifetime, so depreciation is not in issue.
13. This portion of the landlords' claim succeeds in the amount of \$188.80.
14. Third, the landlords claim \$115.00 for the replacement of a bathroom faucet they say was damaged by the tenants. A photo of the damaged faucet was provided (LL#8). A receipt was provided showing the cost of a replacement faucet is \$103.50. Replacing a bathroom faucet should take an amateur about 2 hours. A bathroom faucet has a life expectancy of about 20 years. The landlords testified that the bathroom faucet was originally installed 4 years ago. Accounting for depreciation, by damaging the faucet the

tenants cost the landlords $\$(103.50 + 2 \times 23.60) \times (16/20) = \120.56 . However, the landlords claim only \$115.00, and I decline to award more than the amount claimed.

15. This portion of the landlords' claim succeeds in the amount of \$115.00.
16. Fourth, the landlords claim \$20.00 in compensation for damage to the bathtub drain stopper. However, no receipt or other documentary evidence was provided of the cost of a replacement. This portion of the landlord's claim therefore fails on evidentiary grounds.
17. Fifth, the landlords claim \$200.00 in compensation for damages in the form of two broken fridge drawers. However, no receipt or other documentary evidence was provided of the cost of a replacement. This portion of the landlords' claim therefore fails on evidentiary grounds.
18. Sixth, the landlords claim \$800.00 in compensation for damages to the property's lawn. However, there was no documentary evidence provided either of this damage or of the cost of repair. This portion of the landlords' claim therefore fails on evidentiary grounds.
19. Seventh, the landlords claim \$200.00 in compensation for a missing end table, stepladder, and level. No documentary evidence was provided showing the cost of replacement. This portion of the landlords' claim therefore fails on evidentiary grounds.
20. Eighth, the landlords claim \$300.00 in compensation for damages for a damaged countertop. A photo of the damaged countertop was provided (LL#10). However, no documentary evidence was provided of the cost of repair or replacement. This portion of the landlords' claim therefore fails on evidentiary ground.
21. Ninth, the landlords claim \$100.00 in compensation for damage done to a window in the shed on the premises. However, no documentary evidence was provided of this damage or the cost of repair. This portion of the landlords' claim therefore fails on evidentiary grounds.
22. The landlords' claim for damages succeeds in the amount of \$1103.80.

Decision

23. The tenants shall pay to the landlords \$1103.80 in damages.

7-January-2025

Date


Seren Cahill
Residential Tenancies Office