

Residential Tenancies Tribunal

Application 2024-0735-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 5-November-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by 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 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 respondent’s absence so long as they have been properly served. The landlord submitted an affidavit with his application stating that he had served the tenants with the notice of hearing, via pre-paid registered mail [REDACTED] and [REDACTED] on 30-August-2024 and also electronically via email to: [REDACTED] and [REDACTED] on 4-September-2024 (LL#1). Canada Post tracking indicates that the mail was retrieved, however it is unclear as to whether or not the applicant sent the documents to the correct address. The landlord submitted proof of email addresses as per the rental agreement and a copy of the sent emails (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. There was a fixed term rental agreement which commenced on 15-July-2023. The tenants vacated the unit on 10-May-2024. Rent was \$1200.00 per month, due on the 15th day of each month. A security deposit of \$600.00 was paid on 30-June-2023 and is in the landlord’s possession.

6. The disposition of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

7. The landlord is seeking:
- Rent paid \$1870.00
 - Late fees paid \$300.00
 - Compensation paid for damages \$5404.27
 - Other (Loss of rental income) \$2400.00
 - Security deposit to be applied against monies owed \$600.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees, Section 9-3: Claims for damages to rented premises and Section 9-5: Depreciation and life expectancy of property.

Issue # 1: Rent Paid \$1870.00

Relevant submission

10. The landlord testified that rent is outstanding in the amount of \$1870.00 dating back to August 2023 and he submitted a copy of a rental agreement to support the claim (LL#3). See breakdown of partial rental ledger below:

Rental Ledger 2024-735-NL			
Date	Action	Amount	Total
January 14, 2024	Balance		\$925.00
January 15, 2024	Rent due	\$1,200.00	\$2,125.00
January 15 & 16, 2024	Payments	-\$760.00	\$1,365.00
February 1 & 13, 2024	Payments	-\$660.00	\$705.00
February 15, 2024	Rent due	\$1,200.00	\$1,905.00
February 16, 26 & 27, 2024	Payments	-\$925.00	\$980.00
March 1 & 11, 2024	Payments	-\$310.00	\$670.00
March 15, 2024	Rent due	\$1,200.00	\$1,870.00
March 16, 2024	Payment	-\$600.00	\$1,270.00
April 1 & 8, 2024	Payments	-\$500.00	\$770.00
April 15, 2024	rent due	\$1,200.00	\$1,970.00
April 15, 2024	Payment	-\$100.00	\$1,870.00

Landlord's Position

11. The landlord testified that rent was paid in full for the first month of the tenancy and has been in arrears ever since, leaving an outstanding balance of \$1870.00. The landlord is seeking rent to be paid in full. The landlord testified that he gave the tenants a termination

notice to vacate the unit on 9-May and they vacated 1 day later. The landlord is seeking rent to be paid up to the end of the rental period on the 15-May.

Analysis

12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. I accept the landlord's testimony that rent has not been paid in full since the early stages of the tenancy. The landlord gave a termination notice for nonpayment of rent on 29-April to vacate the unit on the 9-May and the tenants vacated one day later on the 10-May. I asked the landlord if he made any attempts to mitigate his losses and re-rent the unit and he responded that he did not as he planned to sell the house. For this reason, I find that the tenants are responsible for rent up to the day they vacated the unit which was on the 10-May-2024 in the amount of \$1692.84. See copy of amended rental ledger below:

Amended Ledger 2024-735-NL			
Date	Action	Amount	Total
February 14, 2024	Balance		\$670.00
March 15, 2024	Rent due	\$1,200.00	\$1,870.00
March 16, 2024	Payment	-\$600.00	\$1,270.00
April 1 & 8, 2024	Payments	-\$500.00	\$770.00
April 15-May 10, 2024	rent due (26 days)	\$1,022.84	\$1,792.84
April 15, 2024	Payment	-\$100.00	\$1,692.84

Daily rate: \$1200 x 12 mths = \$14400
\$14400 / 366 days = \$39.34 per day

Decision

13. The landlord's claim for *rent paid* succeeds in the amount of \$1692.84.

Issue # 2: Late Fees \$300.00

Landlord's Position

14. The landlord testified that he is seeking the maximum allowable late fee of \$75.00 for 4 months totaling \$300.00.

Analysis

15. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00

16. *Residential Tenancies Policy 12-1*; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF states:

Late payment fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

17. Based on the decision as per paragraph 13 as stated above, rent was in arrears dating back to August 2023 and rent was unpaid for a consecutive number of rental periods. In accordance with Section 15 of the *Act* and Sec 12-1 of the *Policy* as stated above, I find that the tenants are responsible for the maximum allowable late payment fee of \$75.00.

Decision

18. The landlord's claim for *late fees paid* succeeds in the amount of \$75.00.

Issue # 3: Compensation of Damages \$5404.07

Relevant Submission

19. The landlord testified that there were damages / losses to the rental unit in the amount of \$5404.07 and he submitted a damages ledger to support the claim (LL#4). Note: there is a discrepancy in the total amount on the ledger and the application. See breakdown of the damage's ledger below:

Damages Ledger 2024-0735-NL		
Damages / losses	Amount	Total
Front screen door	\$250.00	\$250.00
Bedroom door	\$150.00	\$400.00
Vertical blinds	\$750.00	\$1,150.00
Cleaning labor costs	\$585.00	\$1,735.00
Painting, plastering & caulking labor costs	\$1,600.00	\$3,335.00
Cleaning materials	\$68.06	\$3,403.06
Painting and plastering materials	\$466.21	\$3,869.27
Deadbolts for front and back doors	\$65.07	\$3,934.34
5 window screens	\$100.00	\$4,034.34
Missing bedroom dresser	\$200.00	\$4,234.34
Twin bed	\$250.00	\$4,484.34
2 night stands	\$200.00	\$4,684.34
Water cooler	\$100.00	\$4,784.34
Mini split remote control	\$200.00	\$4,984.34
Pantry	\$50.00	\$5,034.34
Missing rugs / mats	\$125.00	\$5,159.34
Cube storage shelf	\$50.00	\$5,209.34
Bookcase	\$25.00	\$5,234.34
Light fixture	\$60.00	\$5,294.34
Broken lamps	\$150.00	\$5,444.34
Sink drain	\$25.00	\$5,469.34

Landlord's Position

20. The landlord testified that the unit was rented with some furnishings included as per part 10 of the *rental agreement* (LL#5) and he testified that all furnishings were either missing or damaged / destroyed at the end of the tenancy. The landlord submitted a power point document to support his claim (LL#6). Some items are grouped together for simplicity and the landlord's position on each item is as follows:

Item #1: Front door screen (\$250.00) – The landlord testified that the screen and glass portion of the front door is missing, and the bottom panel of the door is broken out. The landlord is seeking \$250.00 to replace the front door screen and he submitted a photograph of the damaged door to support the claim (LL#6, page 2).

Item # 2: Bedroom Door (\$150.00) - The landlord testified that the bedroom door in the master bedroom has a large hole in it which is not repairable. The landlord is seeking \$150.00 to replace the door and he submitted a photograph of the door to support the claim (LL#6, pages 3-4).

Item # 3: Vertical blinds (\$750.00) – The landlord testified that 6 of the vertical blinds in the unit were damaged by the dog and he is seeking \$150.00 to replace each blind. The landlord submitted photographs of the blinds to support the claim (LL#6, pages 6-11).

Item # 4: Clean-up costs & painting, plastering and caulking costs (\$2185.00) – The landlord testified that the entire unit and shed needed cleaning and he stated that there were 36 bags of garbage that had to be removed from the unit during the clean-up phase. The landlord is seeking \$585.00 to cover the cost of 17 hours of labor for cleaning and garbage removal including the shed and he submitted a copy of a receipt to support the claim (LL#7). The landlord is also seeking the labor costs to paint, plaster and caulk the walls in the amount of \$1600.00 due to physical damage and smoke damage to the walls. The landlord submitted a copy of a receipt from a professional painter to support the claim (LL#8). The landlord submitted photographs to show how much garbage had to be removed during the clean-up to support the claim (LL#6, pages 12-17 & 20-22) and he submitted photographs of the walls / ceiling and door casing to show that the unit needed to be plastered, caulked and painted (LL#6, pages 18-19).

Item # 5: Cleaning materials & painting, plastering & caulking materials (\$534.27) - The landlord testified that he had to purchase cleaning supplies to clean the unit and also caulking, plastering and painting materials to complete the repair work to the walls. The landlord is seeking \$68.06 for cleaning supplies and \$466.21 for caulking, plastering and painting materials, and he submitted a copy of the receipts to support the claim (LL#9).

Item # 6: Replacement of deadbolts (\$65.07) – The landlord testified that he had to replace both deadbolts to the front and back doors as the tenant did not return the keys to the unit. The landlord is seeking \$65.07 to cover the costs of the deadbolts and he submitted a copy of a receipt to support the claim (LL#10).

Item # 7: Replacement of screens in 5 windows (\$100.00) – The landlord testified that 5 of the screens in the windows were destroyed by the dog and needed to be replaced. The landlord is seeking \$20.00 to cover the cost of each screen and he submitted photographs of the damaged screens to support the claim (LL#6, pages 23-24).

Item # 8: Missing bedroom dresser (\$200.00) – The landlord testified that a bedroom dresser that was located in the master bedroom is missing, and he is seeking \$200.00 to replace the dresser. The landlord submitted a photograph of the dresser to support the claim (LL#6, page 25).

Item # 9: Damage to twin bed & 2 nightstands (\$450.00) – The landlord testified that there was damage to a twin bed frame and 2 nightstands beyond repair and he is seeking \$250.00 to replace the bed and \$200.00 to replace the nightstands. The landlord submitted photographs of the damaged items to support the claim (LL#6, pages 26 and 28).

Item # 10: Damage to water cooler and mini split remote (\$300.00) – The landlord testified that there was damage to the water cooler beyond repair and damage to the mini split remote control caused by the dog. The landlord is seeking \$100.00 to replace the water cooler and 200.00 to replace the remote control. The landlord submitted photographs of the damaged items to support the claim (LL#6, pages 15 and 27).

Item # 11: Destruction of pantry (\$50.00) – The landlord testified that the portable pantry in the kitchen was destroyed and could not be repaired. The landlord is seeking \$50.00 to replace the pantry and he submitted a photograph of the damaged pantry to support the claim (LL#6, pages 28).

Item # 12: Missing rugs/mat (\$125.00) – The landlord testified that 2 matts located at the front door entrance area and the back door entrance area are missing and a rug that was located in the dining room area is missing from the unit, and he is seeking \$125.00 to replace the items.

Item # 13: Damaged cube storage shelf & bookcase (\$75.00) - The landlord testified that a cube storage shelf and a bookcase was destroyed beyond repair, and he is seeking \$50.00 to replace the storage shelf and \$25.00 to replace the bookcase. The landlord submitted photographs of the items to support the claim (LL#6, page 28).

Item # 14: damaged light fixture and broken lamps (\$210.00) - The landlord testified that a light fixture was damaged and needed to be either repaired or replaced and 5 lamps were broken beyond repair. The landlord is seeking \$60.00 to repair / replace the light fixture and \$150.00 to replace the lamps. The landlord submitted photographs of the broken lamps to support the claim (LL#6, pages 14 and 15).

Item # 15: Sink drain collar broken (\$25.00) - The landlord testified that the collar of a sink drain was broken and needs to be replaced. The landlord is seeking \$25.00 to replace the sink drain, and he submitted a photograph of the drain to support the claim (LL#6, page 29).

Analysis

21. In accordance with *Residential Tenancies Policy 9-3*, 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)*

22. The respondents were not present to dispute any claims and the items are analyzed based on the testimony of the applicant and the photographs / receipts entered into evidence. Each item is analyzed as follows:

Item # 1: Front door screen (\$250.00) – The landlord testified that the screen and glass portion of the front door is missing, and the bottom panel of the door is broken out. I asked the landlord the age of the door and how he arrived at the amount of \$250.00 to replace the door and he responded that the door is 6 years old, and he stated that he

researched the cost to purchase a new door online. Based on the photograph entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the door was damaged during the tenancy and needs to be replaced. The landlord failed to show the cost to replace the door, however I find that an award of some value is warranted. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of a screen door is 40 years, which leaves approximately 85% of the door's lifespan remaining. Research shows that a metal front door screen costs \$148.35 (research taken from www.kent.ca). I find that the tenants are responsible for the cost to replace the front door screen after applying depreciation in the amount of \$126.10.

Item # 2: Bedroom Door (\$150.00) - The landlord testified that the bedroom door in the master bedroom has a large hole in it which is not repairable. I asked the landlord the age of the door and how he arrived at the amount of \$150.00 to replace the door and he responded that the door is 11 years old, and he stated that he researched the cost to purchase a new door online. Based on the photographs entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the door was damaged during the tenancy and needs to be replaced. The landlord failed to show the cost to replace the door, however I 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 and research shows that the life expectancy of an interior door is 30 years (research taken from www.quora.com) which leaves approximately 63% of the door's lifespan remaining. Research shows that an interior door cost \$88.55 (research taken from www.kent.ca). I find that the tenants are responsible for the cost to replace the bedroom door after applying depreciation in the amount of \$55.79.

Item # 3: Vertical blinds (\$750.00) – The landlord testified that 6 of the vertical blinds in the unit were damaged by the dog and he is seeking \$150.00 to replace each blind. There is a discrepancy in the amount sought as 6 blinds at \$150.00 each equates to \$900.00 not \$750.00 as sought on the damage's ledger. The applicant is seeking \$750.00 to replace the blinds, and this tribunal cannot award anything greater than the amount sought on the application. I asked the landlord the age of the blinds and how he arrived at the amount of \$150.00 to replace each blind and he responded that the blinds were custom made from Kent 4 years ago and he stated that he paid \$150.00 for each blind when he purchased them. Based on the photographs entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the blinds were damaged during the tenancy and need to be replaced. The landlord failed to show the cost to replace the blinds, however I accept his testimony that he paid \$150.00 for each blind 4 years ago. Section 9-5 of the *Residential Tenancies Policy* states that a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of faux blinds is 10 years (research taken from www.selectblinds.com) which leaves approximately 60% of the blind's lifespan remaining. I find that the tenants are responsible for the cost to replace the blinds after applying depreciation in the amount of \$540.00.

Item # 4: Clean-up costs & painting, plastering and caulking costs (\$2185.00) – The landlord testified that the entire unit and shed needed cleaning and he stated that there were 36 bags of garbage that had to be removed from the unit during the clean-up phase. The landlord is seeking \$585.00 to cover the labor cost of cleaning and garbage removal. The landlord is also seeking the labor costs to paint, plaster and caulk the walls in the amount of \$1600.00. Based on the photographs and receipts entered into evidence, I accept that there was a lot of clean up and disposal of items required by the landlord, and I also accept that there was caulking, plastering and painting required throughout the unit. In accordance with Section 9-3 of the Act as stated above, the

landlord was able to show the cost to clean and dispose of the garbage and for that reason, I find that the tenants are responsible for the labor costs to clean in the amount of \$585.00. As for the caulking, plastering and painting, depreciation comes into play and in accordance with Section 9-5 of the Policy: Depreciation and life expectancy of property, interior paint has a life expectancy of 15 years, which leaves approximately 67% of the paint's lifespan remaining. As the landlord failed to breakdown the labor costs for the wall repairs and the painting separately, I find that the tenants are responsible for the labor costs to caulk, plaster and paint after depreciation is applied in the amount of \$1072.00. In total, I find that the tenants are responsible for all labor costs in the amount of \$1657.00.

Item # 5: Cleaning materials & painting, plastering & caulking materials (\$534.27) -

The landlord testified that he had to purchase supplies to clean the unit and materials to caulk, plaster and paint the unit. The landlord is seeking \$68.06 for cleaning supplies and \$466.21 for the caulking, plastering and painting materials. As the respondents are responsible for cleaning and painting as per item #4 above and based on the receipts entered into evidence to support the claims, I find that the tenants are responsible for the cost of supplies to clean the unit at 100% of the costs sought (\$68.06) and I find that the tenants are responsible for the cost of materials to caulk, plaster and paint at 67% of the cost (\$312.36). In total, I find that the tenants are responsible for the total cost of supplies / materials in the amount of \$380.42.

Item # 6: Replacement of deadbolts (\$65.07) – The landlord testified that he had to replace both deadbolts to the front and back doors as the tenant did not return the keys to the unit. I find that the cost to replace locks on doors after tenants vacate a unit falls under the *cost of doing business* and for that reason, I find that the tenants are not responsible for the cost to replace the deadbolts.

Item # 7: Replacement of screens in 5 windows (\$100.00) – The landlord testified that 5 of the screens in the windows were destroyed due to the dog and needed to be replaced. I asked the landlord how he arrived at the amount of \$100.00 to replace the screens and he responded that he researched the cost to purchase the screens online and he was conservative with his estimate. Based on the photographs entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the screens were damaged during the tenancy and need to be replaced. The landlord failed to show the cost to replace the screens, however I find that an award of some value is warranted. Research shows that window screens vary in size and range in price from \$45.98 to \$68.98 (research taken from www.kent.ca). I find that it is not unreasonable to expect that it would cost at least \$20.00 to replace the screens in each window and for that reason, I find that the tenants are responsible for the cost to replace the 5 screens in the amount of \$100.00.

Item # 8: Missing bedroom dresser (\$200.00) – The landlord testified that a bedroom dresser that was located in the master bedroom is missing, and he is seeking \$200.00 to replace the dresser. I asked the landlord the age of the dresser and how he arrived at the amount of \$200.00 to replace the dresser and he responded that the dresser was 11 years old, and he stated that he paid \$200.00 for the dresser when he purchased it. Based on the photograph entered into evidence, the dresser appears to be in good condition and in accordance with Section 9-3 of the *Policy* as stated above, I accept the landlord's testimony that the dresser was missing at the end of tenancy. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of a dresser is 20 years, which leaves approximately 45% of the dresser's lifespan remaining. I find that the tenants are responsible for the cost to replace the dresser after applying depreciation in the amount of \$90.00.

Item # 9: Damage to twin bed & 2 nightstands (\$450.00) – The landlord testified that there was damage to a twin wooden bed frame and 2 nightstands beyond repair and he is seeking \$250.00 to replace the bed and \$200.00 to replace the nightstands. I asked the landlord the age of the twin bed and how he arrived at the amount of \$250.00 to replace the bed and he responded that the bed was 8 years old, and he stated that he purchased the bed from *Notre Dame Furniture*, and it cost \$250.00. Based on the photograph entered into evidence, I accept that the bed is damaged and needs to be replaced. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of a twin wooden bed frame is 10 years, which leaves approximately 20% of the beds lifespan remaining. I find that the tenants are responsible for the cost to replace the twin bed after applying depreciation in the amount of \$50.00. With regards to the 2 nightstands, the landlord testified that he paid \$75.00 10 years ago for one and he paid \$125.00 8 years ago for the other. Using the same logic as above and given that the life expectancy of a nightstand is 15 years, I find that an award of \$24.75 and \$58.75 respectively is fair and equitable for a total of \$83.50. In total, I find that the tenants are responsible for the cost to replace the twin bed frame and the 2 night tables in the amount of \$133.50.

Item # 10: Damage to water cooler and mini split remote (\$300.00) – The landlord testified that there was damage to the water cooler beyond repair and damage to the mini split remote control. The landlord is seeking \$100.00 to replace the water cooler and 200.00 to replace the remote control. I asked the landlord the age of the water cooler and how he arrived at the amount of \$100.00 to replace the water cooler and he responded that it was 7 years old, and he stated that he paid \$100.00 for the water cooler when he purchased it. Based on the photograph entered into evidence, I accept that the water cooler is damaged and needs to be replaced. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of a water cooler is 7 years. As the water cooler has outlived its lifespan, I find that the tenants are not responsible for the cost to replace the water cooler. With regards to the mini split remote control and based on the photograph entered into evidence, I accept that the dog chewed it up and it should be replaced. I also accept the tenant's testimony that he contacted the air conditioning company that installed the unit to seek the cost to replace the mini split remote control and was quoted \$200.00 to replace it. For those reasons, I find that the tenants are responsible for the cost to replace the mini split remote control in the amount of \$200.00.

Item # 11: Destruction of pantry (\$50.00) – The landlord testified that the portable pantry in the kitchen was destroyed and could not be repaired. The landlord is seeking \$50.00 to replace the pantry. I asked the landlord the age of the pantry and how he arrived at the amount of \$50.00 to replace the pantry and he responded that he purchased the pantry used 8 years ago but did not know its age, and he stated that he paid \$50.00 for the pantry when he purchased it. I was unable to see a picture of the pantry in the photographs to determine the extent of the damage, I do not know the age of the pantry and I was unable to find the life expectancy of a portable pantry. In accordance with section 9-3 of the *Policy* as stated above, the landlord failed to show that the damage existed, and he failed to show the cost to replace the pantry and as such, I find that the tenants are not responsible for the cost to replace the pantry.

Item # 12: Missing rugs/mat (\$125.00) – The landlord testified that 2 matts located at the front door entrance area and the back door entrance area are missing and a rug that was located in the dining room area is missing from the unit, and he is seeking \$125.00 to replace the items. I asked the landlord the age and quality of the rugs and he responded they were 4 years old, purchased at *Walmart* and they cost \$125.00 in total at that time. I accept the landlord's testimony that the rugs / mats were missing at the

end of tenancy. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of rugs / mat is 3-4 years, and as such, I find that the rugs / matt has surpassed its lifespan. I find that the tenants are not responsible for the cost to replace the rugs / mat.

Item # 13: Damaged cube storage shelf & bookcase (\$75.00) - The landlord testified that a cube storage shelf and a bookcase was destroyed due to cracks in the pressboard and dog urine, and he stated that they were both destroyed beyond repair, and he is seeking \$50.00 to replace the storage shelf and \$25.00 to replace the bookcase. I asked the landlord the age of the cube storage shelf and the bookcase and how he arrived at the amounts of \$50.00 and \$25.00 respectively and he responded that the storage shelf was purchased at *Walmart* 6 years ago, and he stated that he paid \$50.00 for the shelf at that time. The landlord testified that the bookcase was approximately 7 years old, and he paid \$25.00 for it used 5 years ago. Based on the photographs entered into evidence, I accept that the items are damaged and need to be replaced. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of any pressboard shelving is 5 years (research taken from www.cabinetswarehouse.com). As the cube storage shelf and the bookcase both have surpassed their lifespan, I find that the tenants are not responsible for the cost to replace those items.

Item # 14: damaged light fixture and broken lamps (\$210.00) - The landlord testified that a light fixture was damaged and needed to be either repaired or replaced and he testified that 5 lamps were broken beyond repair. The landlord is seeking \$60.00 to repair or replace the light fixture and \$150.00 to replace the lamps. I asked the landlord the age of the light fixture and the lamps and how he arrived at the amounts of \$60.00 and \$150.00 respectively and he responded that the light fixture was 11 years old, and he researched the cost to replace it online. The landlord testified that out of the 5 lamps, 2 were purchased used 6 years ago at \$37.50 each and the other 3 were purchased at *Walmart* 8 years ago at \$25.00 each. Based on the photographs entered into evidence, I accept that the lamps are damaged and need to be replaced, however there is no photograph of the light fixture and as such I am unable to make a determination. In accordance with Section 9-5 of the *Residential Tenancies Policy* a straight-line depreciation calculation should be applied when dealing with physical objects and research shows that the life expectancy of lamps is 8 years. 2 of the 5 lamps were purchased on *Marketplace* and the landlord failed to show their age thus I am unable to determine if they have surpassed their lifespan and for that reason, I find that the tenants are not responsible for the cost to replace those 2 lamps. With regards to the other 3 lamps that were purchased new at *Walmart* 8 years ago, I find that they have surpassed their lifespan and for that reason, I find that the tenants are not responsible to replace those lamps either.

Item # 15: Sink drain collar broken (\$25.00) - The landlord testified that the collar of a sink drain was broken and needs to be repaired. The landlord is seeking \$25.00 to repair the sink drain. I asked the landlord how he came up with \$25.00 to replace the sink drain and he responded that he researched the price online. Based on the photograph entered into evidence, I accept that the sink drain collar is broken and needs to be replaced. In accordance with Section 9-3 of the *Policy* as stated above, I accept that the sink drain collar was damaged during the tenancy and the tenants are responsible to replace it. The landlord failed to show the cost to replace the sink drain, however I find that an award of some value is warranted. Research shows that sink drains cost \$24.71 (research taken from www.kent.ca). I find that the tenants are responsible for the cost to replace the sink drain in the amount of \$24.71.

Decision

23. The landlord's claim for *compensation for damages* succeeds in the amount of \$3307.52.

Issue # 4: Other (Loss of Rental Income) \$2400.00

Landlord's Position

24. The landlord testified that he incurred a loss of rental income for the period of 15-May to the 14-July in the amount \$2400.00 due to damages to the unit. The landlord is seeking 2 months of lost rental income to be paid.

Analysis

25. It was determined that rent paid past the 10-May-2024 is not the responsibility of the tenants as per paragraph 12 above, and as the landlord did not make any attempts to mitigate his losses, mostly due to the fact that he put the property on the market for sale, I find that the tenants are not responsible for any loss of rental income.

Decision

26. The landlord's claim for *Other (loss of rental income)* does not succeed.

Issue # 5: Security deposit applied against monies owed \$600.00

Analysis

27. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
- (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
- (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*
28. As the landlord's claim for losses has been successful as per paragraphs 13, 18, and 23 above, I find that the landlord's claim to have the security deposit applied against monies owed succeeds. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had

the security deposit. The interest is calculated as simple interest and is not compounded.
The annual interest for 2024 is currently 1%.

Decision

29. The landlord's claim to have the *security deposit applied against monies owed* succeeds.

Summary of Decision

30. The tenants shall pay the landlord \$4470.77 as follows:

Rent paid	\$1692.84
Late fees	75.00
Compensation for damages	3307.52
Other (loss of rental income)	0.00
Less: security deposit & interest.....	604.59
Total	\$4470.77

November 27, 2024
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office