

Residential Tenancies Tribunal

Application 2024-1010-NL & 2024-1099-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was held in-person at 9:06 a.m. on 13-January-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended in-person. [REDACTED] was present as a support person.
3. The respondents and counter applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as "the landlords" attended in-person.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlords with the notice of hearing electronically by email to: [REDACTED] and [REDACTED] on 19-November-2024 (TT#1). The landlords confirmed receipt of the documents on that date, however they testified that the full document was not intact, and they then confirmed that they did receive the full document at a later date. There was controversy as to what date they received the full document, however they stated that they knew what the tenant was claiming against them, and they were prepared to continue with the hearing. The landlords countered the tenant's claim and submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 2-January-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a verbal month-to-month rental agreement which commenced on 1-November-2019. The tenant vacated the unit on 31-August-2024. Rent was \$1400.00 per month, due on the first day of each month. A security deposit of \$500.00 was paid on 15-October-2019 and is in the landlord's possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Utilities paid \$1746.20
 - Security deposit refunded \$500.00
 - Hearing expenses \$20.00

7. The landlords are seeking:

- Compensation paid for inconvenience \$5215.60
- Compensation paid for damages \$11,120.00
- Other \$392.82
- Hearing expenses \$20.00
- Security deposit applied against monies owed \$500.00

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 is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises, Section 9-5: Life expectancy of property and Section 12-1: Recovery of costs

Issue # 1: Utilities Paid \$1746.20

Tenant's Position

10. The tenant is seeking to have 25% of the paid utility bills reimbursed to her by the landlords dating back to the commencement of the tenancy in November 2019 in the amount of \$1746.20. The tenant testified that in July 2024, she realized that the property only had 1 utility meter, and she stated that it was never disclosed to her. The tenant stated that the 1 meter was for the space she was renting plus an unoccupied 1-bedroom basement apartment, and she stated that she has been paying the full utility bills for both her unit and the apartment since the commencement of the tenancy. The tenant testified that she has witnessed the landlords entering the basement apartment during the winter months to turn up the heat, so the pipes don't burst, and she testified that the electrical bill would fluctuate during the winter months when the landlords turned the heat up in the basement apartment. The tenant brought copies of the utility bills with her to the hearing to support the claim.

Landlord's Position

11. The landlords did not dispute that there was only 1 utility meter on the house, however they did dispute that the tenant was not aware of it and testified that they had a conversation during the early stages of the tenancy with the tenant and her late husband regarding the shared meter on the house. The landlords testified that the basement apartment had been totally dismantled due to a water leak on November 30, 2018 prior to the tenancy at which time the heaters were disconnected from the walls and the breakers to the basement apartment were turned off. The landlords stated that there weren't any lights on in the basement apartment either. The landlords disputed the tenant's claim that they entered the basement apartment during the winter months for the purpose of turning up the heat and testified that they did not have easy access to the basement apartment as they had given the tenants permission to add a secure lock to the gate from the inside to prevent anyone from entering the dog's space inside the fenced area. The landlords stated that they would have had to enter the basement apartment from the tenant's unit upstairs, which they testified did not happen.

12. The landlords testified that they had a conversation with the tenant's late husband at the commencement of the tenancy whereby they offered to pay a portion of the utility bill each month in good faith, and they also testified that the tenant's late husband refused that offer stating that the extra amount to the utility bill would be insignificant with the heaters disconnected. The landlords submitted photographs of the basement apartment to show that the heaters were non-operational to support their claim (LL#2).

Analysis

13. I accept that the basement apartment was unoccupied during the tenancy and based on the photographs entered into evidence by the landlords, I also accept that the heaters were not in use which supports the landlord's claim that the utility bill for the basement apartment would have been minimal if at all. I asked the tenant if she was present when her late husband declined the offer to accept 25% of the utility bills from the landlords and she responded that she was not and she also stated that the conversation had never occurred. I asked the tenant if she ever allowed the landlords to enter the basement apartment through her unit and she responded that she never did and she stated that they entered through the basement door and accessed the unit by opening the gate with a string that had been attached to the gate for easy access from the outside. The tenant testified that she had text messages from the landlords saying that they were on their way downstairs to the basement unit and I asked the tenant how many times she received such messages, and she responded many times, however the messages were never entered into evidence.

14. I asked the tenant if she was aware of any situation whereby the landlords utilized the basement apartment during the tenancy, which would generate the use of electricity and she responded that there was a water leak in the unit on January 30, 2022 whereby the landlords had to use 2 dehumidifiers to dry out the basement flooring, and the heat in her portion of the basement area had to be turned up higher than usual to assist with the drying of the entire basement flooring including the basement apartment. I asked the landlords how long they had dehumidifiers going in the unit during the 2022 water leak and landlord 2 responded that there were 2 dehumidifiers in constant use for approximately 4 weeks. I accept the tenant's testimony that she did not know that there was only one meter on the house, and I also accept the landlord's testimony that they offered to pay a portion of the utility bill only to have their offer declined by the tenant's late husband. Based on the exhibits entered into evidence by the landlords as stated above, I find that an unoccupied space with no heaters in use and the breakers turned off would not increase the utility bill. I find that the landlords were successful in showing that the basement apartment had been dismantled since 2018 with heaters inoperable and for that reason, I find that the landlords are not responsible to reimburse the tenant for 25% of the utility bills dating back to November 2019.

15. With that said, I also find that the landlords did utilize the unoccupied basement apartment for approximately 4 weeks during early 2022 after a water leak and utilities were used at that time to power 2 dehumidifiers to dry out the flooring. The tenant was also expected to increase the heat consumption in her portion of the basement during that time to assist with drying out the flooring. I find that the tenant should not have had to incur any utility expenses due to the water leak in 2022 and for that reason, I find that the landlords are responsible to reimburse the tenant for the extra utilities for approximately 4 weeks in early 2022. The question is at what rate.

16. Research shows that the energy use and cost of running a medium sized dehumidifier (50 pint) for 24 hours per day is approximately \$63.36 per month (*Research taken from*

perchenergy.com). I find that the landlords are responsible to reimburse the tenant for the electricity used to power 2 dehumidifiers for 4 weeks in the amount of \$126.72 plus an additional nominal amount of \$80.00 for the increased heat bill in the tenant's portion of the basement during the early weeks of 2022 for a total of \$206.72.

Decision

17. The tenant's claim for utilities *paid* succeeds in the amount of \$206.72.

Issue # 2: Compensation paid for Damages \$11,120.00

Relevant Submission

18. The landlords testified that there were damages / losses to the unit when the tenant vacated, and they are seeking \$11,120.00 to cover the cost to restore the unit to the way it was prior to the tenancy. The landlords submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Porch French Door	500.00
2	Window Screens	420.00
3	Bar Fridge	300.00
4	Stairs Carpet	1000.00
5	Flooring in T.V. Room	1000.00
6	Clean and Paint Main Floor	4000.00
7	Clean and Paint Kitchen Cupboards	4000.00

Landlord's Position

19. The landlords testified that there were damages / losses to the unit when the tenant vacated as listed above and they stated that they did not make any repairs to the unit but rather listed the property for sale at a reduced price due to the damages. The landlords stated that they are seeking the amount that it would have cost to restore the unit to the way it was prior to the tenancy in hopes of recouping some of the loss that they had to incur with the sale of the property. The landlord's position on each item are as follows:

Item # 1: Porch French Door (\$500.00) - The landlords testified that the french door in the porch area was damaged by the tenant's dog with numerous scratch marks which were deep and unrepairable, and they are seeking \$500.00 to cover the loss they incurred when they sold the property due to the damaged door. The landlord's submitted a photograph of the damaged door to support the claim (LL#4).

Item # 2: Window Screens (\$420.00) – The landlords testified that 1 large window screen was damaged beyond repair due to scratches and tears by the tenant's cat and 9 other window screens needed a deep cleaning due to a buildup of dirt and nicotine. The landlords are seeking \$420.00 to cover the cost to replace the damaged window screen and to clean the other 9 screens. The landlord's submitted photographs of the window screens to support the claim (LL#5).

Item # 3: Bar Fridge (\$200.00) – The landlords testified that the bar fridge door wasn't completely shut when the tenant vacated the unit and as a result, the fridge was inoperable and had to be thrown out. The landlords stated that they replaced the bar fridge with one they already had at their residence, and they are seeking \$200.00 to cover the cost. The landlord's submitted a photograph of the bar fridge to support the claim (LL#6).

Item # 4: Stair's Carpet (\$1000.00) – The landlords testified that the carpet on the stairs going to the basement area was dirty and smelled of nicotine. The landlords stated that the carpet needed to be replaced, and they are seeking \$1000.00 for the loss they incurred when they sold the property due to the dirty carpet. The landlord's submitted a photograph of the carpet on the stairs to support the claim (LL#7).

Item # 5: Flooring in T.V. Room (\$1000.00) – The landlords testified that the flooring in the T.V. room downstairs was damaged and needed to be replaced. The landlords stated that the metal frame on the tenant's recliner left strips of rust on the laminate flooring which they were unable to remove, and they stated that the paper from beer cases was stuck to the floor. The landlords stated that the laminate flooring needed to be replaced, and they are seeking \$1000.00 for the loss they incurred when they sold the property due to the condition of the laminate flooring in the T.V room downstairs. The landlord's submitted photographs of the flooring to support the claim (LL#8).

Item # 6: Clean and paint Main Floor (\$4000.00) – The landlords testified that the walls in the main area of the house needed to be cleaned due to nicotine and freshly painted. The landlords stated that the tenant had painted 2 walls in the living room, leaving the others a different color. The landlords are seeking \$4000.00 for the loss they incurred when they sold the house due to the condition of the walls. The landlord's submitted photographs of the walls to support the claim (LL#9).

Item # 7: Clean and paint Kitchen Cupboards (\$4000.00) - The landlords testified that the tenants painted the kitchen cupboards without their knowledge or approval to do so, ultimately removing the shine from the doors and they stated that drips of paint had dried onto both the inside and the outside of the doors, ruining the cupboards. The landlords are seeking \$4000.00 for the loss they incurred when they sold the house due to the condition of the cupboards. The landlord's submitted photographs of the kitchen cupboards to support the claim (LL#10).

Tenant's Position

20. The tenant disputed some of the claims and did not dispute others. The tenant's position on each item is as follows:

Item # 1: Porch French Door (\$500.00) – The tenant did not dispute that the dog damaged the porch french door, however she disputed that it would cost \$500.00 to replace the french door and she stated that the door was old.

Item # 2: Window Screens (\$420.00) - The tenant did not dispute that the large window screen was damaged by her cat, however she disputed that the remainder of the window screens needed a deep cleaning, and she stated that they needed cleaning due to regular wear and tear and she denied ever smoking inside the unit.

Item # 3: Bar Fridge (\$200.00) - The tenant disputed leaving the bar fridge door open and presented a photograph of the kitchen prior to vacating whereby it appears that the door to the fridge was shut.

Item # 4: Stair's Carpet (\$1000.00) - The tenant did not dispute that the carpet on the stairs going to the basement area was dirty, however she disputed that she was responsible for the condition of the carpet and testified that the carpet was just as dirty at the commencement of the tenancy as it was at the end. The tenant stated that the deteriorating condition of the carpet was due to normal wear and tear.

Item # 5: Flooring in T.V. Room (\$1000.00) - The tenant disputed that she caused the damage to the laminate flooring in the TV room and stated that the dampness from the water leak in 2022 was never completely dried out and the room still had dampness to it which ultimately caused the metal brackets to the recliner to rust leaving stains on the flooring. The tenant testified that her sofa was damaged from mold due to the dampness in the basement following the leak.

Item # 6: Clean and Paint Main Floor (\$4000.00) - The tenant disputed that the walls needed to be washed down due to nicotine as she testified that she never smoked in the unit, and she also disputed that they needed to be painted. The tenant testified that she painted the walls last year.

Item # 7: Clean and Paint Kitchen Cupboards (\$4000.00) - The tenant did not dispute that she painted the kitchen cupboards, however she disputed the landlords claim that they were not aware that she painted the cupboards. The tenant testified that she reached out to the landlords asking permission to paint the cupboards and she stated that they were on board with her freshening up the kitchen area. The tenant submitted a copy of a text message to the landlords to support her testimony (TT#2).

Analysis

21. In accordance with *Residential Tenancies Policy* 9-3, the applicants are 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. Based on the exhibits entered into evidence and the testimony of both the landlords and the tenant, the above items have been analyzed as follows:

Item # 1: Porch French Door (\$500.00) – I accept the landlord's testimony that the porch french door was damaged during the tenancy and the tenant did not dispute that her dog caused the damage. The landlords did not purchase a new door but rather incurred a loss in the sale of their property due to the damage to the door as the new owners would have to remove the door and install a new door.

In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the damage exists, and that the tenant was negligent in causing the damage. The landlords failed to show the value to replace the damaged door, however I find that an award of some value is warranted. Research shows that a primed french door costs \$228.85 (research taken from www.kent.ca). I asked the landlords the age of the french door and landlord 1 responded that the door was approximately 20 years old. In accordance with Section 9-5 of the *Policy*: Life expectancy of property, interior french doors have a life span of 30 years. As the door has 66% of its life cycle used, there is approximately 34% of the door's life span remaining. For this reason, I find that the cost to replace the door after depreciation is applied is \$77.81 and I find that it is reasonable to expect that it would cost an additional \$100.00 in labor costs to have the damaged

door removed, paint the new door and install it. I find that the tenant is responsible for the cost to replace the porch french door in the amount of \$177.81.

Item # 2: Window Screens (\$420.00) - I accept the landlord's testimony that the large window screen was damaged beyond repair and the tenant did not dispute that her cat caused the damage. Based on the photographs entered into evidence, I also accept that the other 9 window screens were left dirty and needed to be cleaned.

In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the damage exists, and that the tenant was negligent in causing the damage. The landlords failed to show the value to replace the large window screen, however I find that an amount of some value is warranted. Research shows that a large window screen costs \$68.98 (research taken from www.homedepot.ca). I asked the landlords the age of the window screen and landlord 1 responded that the windows were installed in 2015, which is approximately 10 years old. Section 9-5 of the *Policy: Life expectancy of property*, does not list the life expectancy of window screens, however research shows that window screens have a life cycle of 15 years (research taken from www.aaascreenandwindow.com). As the damaged screen has 67% of its life cycle used, there is roughly 33% of the window screens life span remaining. For this reason, I find that the cost to replace the damaged window screen after depreciation is applied is \$22.76 and I find that it is reasonable to expect that it would take 3 hours to clean the other 9 window screens at the allowable self-labor rate of \$23.60 per hour. I find that the tenant is responsible for the cost to replace the damaged window screen and clean the other 9 screens in the amount of \$93.56.

Item # 3: Bar Fridge (\$200.00) – There is conflicting evidence from both parties with regards to whether or not the bar fridge door was left open when the tenant vacated the unit. A photograph was entered into evidence by both the landlords and the tenant, and it is not clear that the bar fridge door was left open. In accordance with Section 9-3 of the *Act* as stated above, I find that the landlords were unable to show that the tenant was negligent in causing the damage to the bar fridge. I asked the landlord the age of the bar fridge and landlord 1 responded that the bar fridge was approximately 12 years old. I accept that the fridge may have stopped working due to its age and without proof of negligence, I find that the tenant is not responsible for the cost to replace the bar fridge.

Item # 4: Stair's Carpet (\$1000.00) - I accept the landlord's testimony that the carpet on the stairs going to the basement area was dirty at the end of the tenancy and the tenant did not dispute that it was dirty, however she disputed that she caused any damage to the carpet claiming that the deterioration of the carpet was due to normal wear and tear. The landlords did not replace the carpet on the stairs but rather incurred a loss in the sale of their property due to the condition of the carpet as the new owners would have to remove the carpet and replace it with new carpet.

In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the carpet was dirty at the end of the tenancy, however they were unable to show the condition of the carpet at the commencement of the tenancy, and as such, they were unable to show that the tenant was negligent in causing the damage. I asked the landlords the age of the carpet and landlord 1 responded that the carpet was installed in 2015, making it approximately 10 years old. In accordance with Section 9-5 of the *Policy: Life expectancy of property*, carpet has a life span of 8-10 years. As the carpet has outlived its life cycle and given that the landlords were unable to show the condition of the carpet prior to the tenancy, I find that the tenant is not responsible for the cost to replace the carpet.

Item # 5: Flooring in T.V. Room (\$1000.00) - I accept the landlord's testimony that the laminate flooring in the T.V. room downstairs was damaged due to rust marks from the

tenant's sofa frame. The landlords did not replace the laminate flooring in the basement but rather incurred a loss in the sale of their property due to the condition of the flooring as the new owners would have to remove the flooring and replace it with new flooring.

In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the flooring was damaged at the end of the tenancy, however they were unable to show that the tenant was negligent in causing that damage. The tenant testified that the basement area was damp since the water leak in 2022 and never really dried out leaving the area and her furniture damp since that time. I asked the landlords if they had a professional restoration company dry out the basement after the water leak in 2022 and landlord 2 responded that they did not. Based on the photographs entered into evidence by the landlords, there were cardboard boxes stuck to the laminate flooring which is indicative of a damp floor and the fact that the metal bar of the tenant's recliner rusted is also indicative of dampness. As the landlord was unable to show that the tenant was negligent in causing the damage to the laminate flooring, I find that the tenant is not responsible for the cost to replace the flooring in the T.V. room.

Item # 6: Clean and Paint Main Floor (\$4000.00) – Based on the exhibits entered into evidence, I accept the landlord's testimony that the walls were dirty and needed to be cleaned and then freshly painted. The tenant testified that she painted the entire house in 2023, and the landlords disputed that claim stating that she only painted 2 accent walls. In any event, the photographs show dirty walls that need to be cleaned and freshly painted. The landlords testified that they cleaned the walls but did not paint the walls but rather incurred a loss in the sale of their property due to the condition of the walls as the new owners would have to paint the walls.

In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the walls were dirty and needed fresh paint at the end of the tenancy, and they were able to show that the tenant was negligent in leaving the walls in a poor condition. The landlords failed to show the value to have the unit painted, however I find that an award of some value is warranted. I asked the landlords when was the last time that the unit was painted by them and landlord 1 responded that the unit was last painted in 2013, approximately 12 years ago. In accordance with Section 9-5 of the *Policy: Life expectancy of property*, interior paint has a 15-year life span. As 80% of the paint's life cycle is used, there is approximately 20% of the paint's life span remaining. For this reason, I find that the tenant is responsible for 20% of the cost to paint the walls. The question is at what rate.

I find that it is not unreasonable to expect that it would cost approximately \$4000.00 to paint a 3-bedroom bungalow with a rec room in the basement. Given that the landlords had to wash down most if not all of the walls, I find that it is reasonable to allow 8 hours of self-labor at \$23.60 per hour for a total of \$188.80 to complete that task. Given that there is only 20% of the paint's life span remaining, I find that it is reasonable to expect the tenant to pay 20% of the remainder of the \$4000.00 claimed for the paint and labor costs in the amount of \$762.24 ($\$4000 - \$188.80 \text{ to clean} = \$3811.20 \times 20\% = \$762.24$). I find that the tenant is responsible for the cost to clean and paint the walls in the amount of \$951.04.

Item # 7: Clean and Paint Kitchen Cupboards (\$4000.00) - I accept the landlord's testimony that the tenant painted the kitchen cupboards without their knowledge or approval to do so. The landlords testified that the paint job was very poor leaving strips of paint and bubbled paint in visible areas and the landlords stated that the flat paint used removed the finish from the cupboard doors and as such, ruined the entire look of the cupboards. The tenant did not dispute that she painted the cupboards, and she provided text messages at the hearing showing that she asked the landlords if she could paint the kitchen area to freshen it up however there was no mention of painting the

cupboards and I accept that the landlords would not have expected that she meant she was painting the cupboards. The landlords did not repair or replace the cupboards but rather incurred a loss in the sale of their property due to the condition of the cupboards as the new owners would have to replace the cupboards.

In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the cupboards had been altered in appearance due to the paint job, ultimately decreasing their value. The landlords were able to show that the tenant was negligent in causing the damage, however they were unable to show the value to repair or replace the cupboards, however I find that an award of some value is warranted. The question is how much.

I asked the landlords the age of the cupboards and landlord 1 responded that they were purchased used in 2012 which was 13 years ago, however she did not know the age of the cupboards when purchased. In accordance with Section 9-5 of the *Policy: Life expectancy of property*, kitchen cupboards have a life span of 50 years. As the landlords failed to show the cost to repair the cupboards or replace the cupboards and as they did not know the true age of the cupboards, I can only award a nominal amount for the damage to the cupboards. I find that the tenant is responsible for the cost to the damage to the cupboards in the amount of \$500.00.

Decision

23. The landlord's claim for *compensation for damages* succeeds in the amount of \$1722.41.

Issue # 3: Compensation paid for Inconveniences \$5215.60

Relevant Submission

24. The landlords testified that they were inconvenienced due to the damages / losses to the unit after the tenant vacated, and they are seeking \$5215.00 to cover the cost of self-labor plus expenses to restore the unit to the way it was prior to the tenancy. The landlords submitted a copy of an inconveniences ledger to support the claim (LL#11). See copy of inconveniences ledger below:

Itemized List of Expenses, Hours and Activities for Compensation paid for Inconvenience

Date	Location	Activity	Hours	Amnt \$	Reference
Sunday Sept 1 st		House left at risk	.5 hrs	0.00	Pg 2, p3
Monday Sept 2		Check on property	2.0	2x2 people 4x\$23.60 = \$94.40	Pg 2, p6-9
Tuesday Sept 3	RTO & [REDACTED]	Post 24-hour abandonment notice	2.0	2x2 people 4x\$23.60 = \$94.40	Pg 2, p10 Pg 3, p1-2
Wed Sept 4	Kent & [REDACTED]	To Kent for new lockset, remove 24hr notice, Change lockset, Take photos for itemized list	2.0	2x2 people 4x\$23.60 = \$94.40	Pg 3, p3-4
Wed Sept 11	[REDACTED]	Preparing application to dispose of personal property & itemized list with photos	3.0	3x1 people 3x\$23.60 = \$70.80	Email sent to RTO sept 11
Tuesday Sept 17	[REDACTED]	Store [REDACTED] belongings in closets, put out garbage, Clean up to list house for sale	24	8x3 people 24x\$23.60 = \$566.40	Pg 5, p4-6 Pg 6, p1-2
Tuesday Oct 1	[REDACTED]	Sort items and pack up for bulk garbage pick up	2	2x2 people 4x\$23.60 = \$94.40	Pg 6, p5-6
Sat Oct 5	[REDACTED]	Packing up small items, putting items, bags and boxes to lawn for bulk pick up	7	7x2 people 14x\$23.60 = \$330.40	Pg 6, p7
Sun Oct 6	[REDACTED]	Packing up small items, putting items and bags\ boxes to lawn for bulk pick up	7	7x2 people 14x\$23.60 = \$330.40	Pg 6, p8
Sat Oct 12	[REDACTED]	Cleaning kitchen appliances and cupboards and downstairs windows	6	6x2 people 12x\$23.60 = \$283.20	Pg 6, p9 Pg 7, p1-2
Sun Oct 13	[REDACTED]	Cleaning kitchen appliances and cupboards and downstairs windows	9	9x2 ppl 18x\$23.60 = \$424.80	Pg 7, p3
Mon Oct 14	[REDACTED]	Finish cleaning rest of house and some floors	6	6x2 people 12x\$23.60 = \$283.20	Pg 7, p4-5
Mon Oct 16	[REDACTED]	Downstairs floors, stairs, outside yard and shed	4	4x2 people 8x\$23.60 = \$188.80	Pg 7, p6
Various dates	Various	Countless hours spent typing, printing, searching, taking and organizing pictures, etc	50	50x2 people 100x\$23.60 = \$2360	Pg 5, p3 Etc.

Landlord's and Tenant's Positions

25. The landlords testified that they were inconvenienced with the task of restoring the unit to the way it was prior to the tenancy due to the damages / losses as seen in the damage's ledger above. The landlords are seeking \$5215.60 to cover the cost of their time including some expenses they had to incur. The landlords broke down the inconvenience ledger as listed above and their position and the tenant's position on each item is as follows:

Item # 1: Check on Property (\$94.40) – The landlords testified that on 2-September-2024 they had to drive by the property to see if the tenant was still in the unit as they were concerned for their unit after noticing the previous night that lights were on in the unit and windows were left open. The landlords are seeking 2 hours of their time each at \$23.60 per hour for a total of \$94.40 to drive to the property, check around the property and engage the neighbor to see if he knew if the tenant had vacated the unit. The tenant disputed that the landlords had any reason to question whether or not she had vacated as she testified that she called landlord 1 on 30-August at 3:30pm saying that she would be leaving the next day.

Item # 2: Post Abandonment Notice (\$94.40) – The landlords testified that on 3-September-2024 they had to go back to the property to post an *abandonment notice* on the door. The landlords are seeking 2 hours of their time each at \$23.60 per hour for a total of \$94.40 for their time. The tenant disputed that the landlords had any reason to post an *abandonment notice* on the door as she stated that she called landlord 1 on 30-August at 3:30pm saying that she would be leaving the next day.

Item # 3: Travel time and take photos (\$94.40) – The landlords testified that on 4-September-2024 they made a trip to Kent to purchase a new lockset for the unit, went to the unit again to remove the *abandonment notice*, changed the lockset and take photographs to compile an itemized list. The landlords are seeking 2 hours of their time each at \$23.60 per hour for a total of \$94.40 for their time. The tenant disputed that she should pay for any of the landlord's time as they would not cooperate with her.

Item # 4: Preparing application and photos (\$70.80) – The landlords testified that on 11-September-2024 they had to prepare an application to dispose of personal property and landlord 1 testified that it took her 3 hours to complete the application and attach the appropriate photographs. The landlords are seeking 3 hours of self-labor at \$23.60 per hour for a total of \$70.80 for their time. The tenant again disputed that there was any need to prepare any application to dispose of her personal belongings and stated that it could have been avoided if the landlords had to allow her to come get her stuff.

Item # 5: Store belongings and clean up (\$566.40) – The landlords testified that on 17-September-2024 they had to store the tenant's belongings in closets, put out the garbage and clean the house to prepare to list it. The landlords are seeking 8 hours of self-labor for 3 people at \$23.60 per hour for a total of \$566.40 for their time. The tenant disputed the landlords claim to store her belongings in closets when she could have come and retrieved her belongings if the landlords had to allow her to do so.

Item # 6: Sort items and pack up for bulk garbage (\$94.40) – The landlords testified that on 1-October-2024 they had to sort through the stored items and pack up for bulk garbage pickup. The landlords are seeking 2 hours of self-labor each at \$23.60 per hour for a total of \$94.40 for their time. The tenant again disputed that there was a need for the landlords to do any of that work when she was willing to come back and do it.

Item # 7: Packing up small items for bulk garbage (\$660.80) - The landlords testified that on October 5-6, 2024 they had to sort through the small items left in the unit and pack it up and bring it to the curb for bulk garbage pickup. The landlords are seeking 14 hours of self-labor each at \$23.60 per hour for a total of \$660.80 for their time. The tenant again disputed that there was need for the landlords to do any of that work when she was willing to come back and do it.

Item # 8: Clean appliances, cupboards & windows (\$708.00) – The landlords testified that on October 12-13, 2024 they started the cleanup with the kitchen appliances, the inside of the cupboards and the downstairs windows. The landlords are seeking 15 hours of self-labor each at \$23.60 per hour for a total of \$708.00 for their time. The landlords submitted

photographs to support their claim (LL#12). The tenant disputed that she should be held responsible for the landlord's time to clean the unit when she was more than willing to return to the unit and complete the work.

Item # 9: Cleaning (\$283.20) – The landlords testified that on 14-October-2024 they had to finish cleaning the remainder of the house and some floors. The landlords are seeking 6 hours of self-labor each at \$23.60 per hour for a total of \$283.20 for their time. The landlords submitted photographs to support their claim (LL#13). The tenant disputed that she should be held responsible for the landlord's time to clean the unit when she was more than willing to return to the unit and complete the work.

Item # 10: Downstairs floors, stairs, outside yard & shed (\$188.80) – The landlords testified that on 14-October-2024 they had to clean the downstairs floors, clean the carpet and clean around the outside of the premises and in the shed. The landlords are seeking 4 hours of self-labor each at \$23.60 per hour for a total of \$283.20 for their time. The landlords submitted photographs to support their claim (LL#14). The tenant disputed that she should be held responsible for the landlord's time to clean the unit when she was more than willing to return to the unit and complete the work.

Item # 11: Administrative work (\$2360.00) - The landlords testified that on various dates after the tenancy ended, they spent countless hours at administrative work, such as typing, printing, searching, taking and organizing pictures for the hearing and they are seeking 50 hours of self-labor each at \$23.60 per hour for a total of \$2360.00 for their time. The tenant disputed the landlords claim and stated that it could all have been avoided if the landlords had to allow her some time to get her belongings and clean the unit.

Analysis

26. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

27. In accordance with Section 47 of the *Act* as stated above, an Order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their time when renting units to tenants or dealing with tenancy issues. I find that the use of a landlord's personal time to deal with issues falls under "*the cost of doing business*" and this tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. The items listed on the landlord's inconvenience ledger that involve the landlords personal time for conducting business as a landlord shall not be analyzed as inconveniences, however items that should have been listed as damages / losses to the landlord will be analyzed.

Items 1-4 (\$354.00) – Those items all involve the landlords personal time that falls under "*the cost of doing business*" and shall not be analyzed as stated above.

Items 5-10 (\$2501.60) – Those items can be analyzed as damages / losses to the unit as they all deal with the cleanliness of the unit and the removal of garbage. The landlords testified that the tenant vacated the unit on 31-August-2024 leaving a lot of her personal items behind including furniture and leaving the unit in a poor state of

cleanliness. The landlords testified that it took approximately 3 weeks of their personal time to remove all the garbage including furniture out of the unit and to clean the premises. The landlords are seeking a total of 106 hours of self-labor at \$23.60 per hour for a total cost of \$2501.60 to restore the unit to the way it was prior to the tenancy. Based on the photographs entered into evidence by the landlords, I accept that the unit was left in a very poor state of cleanliness. The tenant testified that she did not have time to get her belongings out and clean the unit and she stated that she wanted to come back for her belongings, and she wanted to clean the unit properly, but the landlords declined her offer to do so and prevented her from returning to the unit. I accept the tenant's testimony that it was a difficult time for her, and she was having trouble securing a new place which delayed her preparation for departure, however she had a 3-month termination notice to vacate and I find that 3 months is plenty of time to clean and prepare to move.

I find that the tenant is responsible for the cost to remove the garbage and furniture that was left in the unit and for the cost to clean the unit in the amount of \$2501.60.

Item # 11: Administrative work (\$2360.00) - This item involves the landlords personal time that falls under "*the cost of doing business*" and shall not be analyzed as stated above.

Decision

28. The landlord's claim for *inconveniences paid* succeeds in the amount of \$2501.60.

Issue # 4: Other \$392.82

Landlord's and Tenant's Positions

29. The landlords testified that they incurred expenses such as the cost of a new lock for the exterior door, cleaning supplies, restaurant expenses while cleaning the unit and other miscellaneous items. The landlords are seeking to be reimbursed in the amount of \$392.82 to cover those expenses and they provided a copy of the receipts to support the claim (LL#15). The tenant disputed that the landlord would have had to purchase any cleaning supplies if she had been allowed to return to the unit to finish the cleaning and she also disputed that she should have to pay for the landlord's meals.

Analysis

30. Replacing locks to rental units when tenants vacate falls under "*the cost of doing business*". Tenants are not responsible for the cost of food for landlords, no matter the circumstances. Tenants however are held responsible for the cost of cleaning supplies when the cost to clean has been awarded and receipts are provided.

31. Based on the receipt entered into evidence from *Dominion*, some items are not clearly identifiable, and the only items considered for reimbursement will be actual cleaning supplies or items used to restore the unit to the way it was prior to the tenancy.

32. I find that the tenant is responsible for the cost of cleaning supplies in the amount of \$140.27.

Decision

33. The landlord's claim for *Other* succeeds in the amount of \$140.27.

**Issue # 5: Tenant's hearing expenses \$20.00
Landlord's hearing expenses \$20.00**

34. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#3). The landlords also paid an application fee of \$20.00, and they submitted a copy of their receipt (LL#16). In accordance with Section 12-1 of the *Residential Tenancies Policy*, filing fees can be claimable costs. As both the tenant and the landlord's claims for losses has been partially successful, I find that both parties are responsible for their own hearing expenses.

Decision

35. The tenant's claim for *hearing expenses* does not succeed
36. The landlord's claim for *hearing expenses* does not succeed.

**Issue # 5: Security deposit refunded \$500.00
Security deposit applied against monies owed \$500.00**

Analysis

37. 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).*

38. As the landlord's claim for losses has been successful as per paragraphs 21, 26, and 31, 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 2019-2023 was 0% and is currently 1% for 2024-2025.

Decision

39. The tenant's claim to have the *security deposit refunded* does not succeed.
40. The landlord's claim to have the *security deposit applied* succeeds.

Summary of Decision

41. The tenant's claim for *utilities paid* partially succeeds in the amount of \$206.72.
42. The tenant's claim for *refund of security deposit* does not succeed.
43. The tenant shall pay the landlord \$3652.37 as follows:

Compensation for damages	\$1722.41
Compensation for inconveniences	2501.60
Other (supplies)	140.27
Less: utilities owed to the tenant	206.72
Less: security deposit & interest.....	505.19
Total	\$3652.37

February 14, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office