

Residential Tenancies Tribunal

Application 2024-1024-NL
Counterapplication 2024-1136-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:45 p.m. on 17-December-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
4. [REDACTED] was called into the hearing as a witness by the applicant.

Preliminary Matters

5. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of the hearing electronically via email on 27-November-2024 (TT#1). The landlord agreed to receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of the hearing electronically via email on 4-December-2024 (LL#1). The tenant agreed to receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
7. There was written a fixed term rental agreement which commenced on 1-September-2019 for one year, that converted into a month-to-month rental agreement. The tenant moved out on 31-October-2023. Rent was \$1000.00 per month due on the first of each month. A security deposit of \$600.00 was collected on 31-August-2019 and is in landlord’s possession.
8. The tenant paid \$20.00 filing fee in error. The tenant should contact case manager at the Residential Tenancies Section to obtain guidance on the reimbursement process.

Issues before the Tribunal

9. The tenant is seeking:

- Refund of Security Deposit of \$600.00.

10. The landlord is seeking:

- Compensation for Damages \$2132.62;
- Security Deposit of \$600.00 to be applied against any monies owed;

Legislation and Policy

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

12. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 9-3 Compensation for Damages to Rental Premises, Section 12-1 Recovery of Costs and Section 14 of the *Residential Tenancies Act, 2018*: Security Deposit.

Issue # 1: Compensation for damages \$2132.62.

13. The landlord is seeking compensation for damages/losses as per the damage's ledger, see below:

1	Cleaning of Apartment for [REDACTED] 5 Hours	\$ 115.00
2	Cleaning of Apartment for [REDACTED] 5 Hours	\$ 115.00
3	Cleaning Supplies, Smoke Alarms, Toilet Seat	\$ 88.48
4	Cleaning Gloves	\$ 3.45
5	Replacement Missing Blind in Dining Room	\$ 57.47
6	Installation of New Blind in Dining Room	\$ 11.50
7	Replace Missing Light Bulbs and Proper Linters (Stove)	\$ 10.60
8	Entry Door Sweeper	\$ 23.01
9	Installation of Door Sweeper	\$ 23.00
10	Installation of Smoke Alarms & Toilet Seat	\$ 10.50
11	Replacement Missing Blind in Living Room	\$ 103.46
12	Installation of New Blind in Living Room	\$ 11.50
13	Replacement Missing Blind in Second Bedroom	\$ 103.46
14	Installation of New Blind in Second Bedroom	\$ 11.50
15		
16		
17		
18		
19	Lawn Repair From Doggy Urine	
20	Quote on lawn Repair Cheapest of two quotes	\$ 1,473.44
21	[REDACTED] Q#1173 @ \$1,473.44	
22	[REDACTED] 1153 @ \$3737.50	
23		
24		
25		
26		
27		
28	[REDACTED] Missing Shovels (Walmart 2 Pack) 25.00+Taxes	-\$ 28.75
	Total	\$ 2,132.62

The items on the damage's ledger will be consolidated and grouped together for better efficiency, as follows:

#1; Cleaning \$230.00

Landlord's Position:

14. The landlord stated that the tenant left the unit in unclean condition after she vacated. The landlord testified that he and his wife spent a total of 10 hours cleaning the rental unit after

the tenant vacated, charging \$23.00 per hour for self-labor. According to the landlord, the dining area, ceiling, cupboards, stove, under the stove and under the fridge required cleaning. Additionally, the landlord stated that there was mold on the windows and that the bathtub needed to be cleaned. The landlord provided photographs to support his claim (LL#2).

Tenant's Position:

15. The tenant disputed that she is responsible for the costs for the cleaning, asserting that the unit was adequately cleaned before she vacated. The tenant noted that a deep cleaning of the unit was done every six months during her tenancy. The tenant argued that that one hour for two people would have been sufficient to wipe cupboards and clean the windows, however she does not agree to pay for that, as she stated when she moved in, the windows and trims had mold and that storage room and cupboards had not been cleaned and that she had to clean them herself at the start of the tenancy. The tenant stated that she doesn't understand why she was expected to finish this cleaning upon vacating.

#2; Cleaning supplies, cleaning gloves, smoke alarms, toilet seat \$91.93

Landlord's Position:

16. The landlord stated that after the tenant vacated, the toilet seat and all smoke alarms were missing from the rental unit. He argued that smoke alarms should never have been removed and that their absence created a safety concern. The landlord stated that new tenants were scheduled to move in on 1-November, necessitating the immediate purchase of a new toilet seat and replacement smoke alarms. The landlord also stated that they needed cleaning supplies to finish the cleaning process. The landlord submitted a copy of the receipt to support his claim (LL#3) and a photograph of the bathroom to show that toilet seat was missing (LL#4). The landlord stated that cleaning gloves are required for the cleaning process and due to his skin condition, he needed gloves to perform the cleaning. The landlord submitted a copy of the receipt to support his claim (LL#5).

Tenant's Position:

17. The tenant disputed that she is responsible for any costs for this issue as she stated that all the possessions were returned in less than 24 hours after she vacated the unit by dinnertime on 1-November, when the landlords were finishing the cleaning, and also stated that as she is disputing any cleaning, she is also disputing any charges for cleaning supplies. The tenant stated that situation with smoke alarms and toilet seat occurred only because she has disability, and her friends were helping her with moving out and took smoke alarms as the batteries needed to be replaced and took a toilet seat by mistake.

#3; Replace missing light bulbs and proper lintors \$10.60

Landlord's Position:

18. The landlord stated that three lightbulbs were missing after tenant vacated and that he needed to purchase replacement. Additionally, the landlord claimed that the stove required proper lintors. The landlord submitted a receipt to support his claim (LL#6).

Tenant's Position:

19. The tenant disputed the landlord's claim that light bulbs were missing. She stated that she had installed special light bulbs in the beginning of the tenancy compatible with her Alexa

device, which she used throughout the tenancy. Before vacating, the tenant stated that she went to Dollarama to purchase and install regular light bulbs in the unit. She also added that she was finishing cleaning up to 1 am in the morning before vacating, further demonstrating that the light bulbs were present. Regarding the stove linters, the tenant argued that the tin foil was effective throughout her five-year tenancy. She stated that linters that the landlord wanted to purchase were likely for aesthetic reasons and not necessity.

#4; Entry door sweeper and installation \$46.01

Landlord's Position:

20. The landlord stated that the front door sweeper needed to be replaced. The landlord stated that the sweeper was probably damaged due to the tenant's dog's chain going underneath the door. The landlord submitted a copy of the receipt to support his claim (LL#7) and photograph of the front door to support his claim (LL#8) The Landlord is also seeking \$23.00 for the self-labor for the installation of the new door sweeper.

Tenant's Position:

21. The tenant disputed claim, arguing that the door sweeper was in working condition and that it could not reasonably take 1 hour to install the door sweeper.

#5; Installation of smoke alarms and toilet seat \$10.50

Landlord's Position:

22. The landlord has claimed that three smoke alarms needed to be installed and a new toilet seat, and he is seeking \$10.50 for the self-labor associated with these installations.

Tenant's Position:

23. The tenant disputed that responsibility for these costs.

#6; Replacement missing blinds \$264.39 and installation \$34.50

Landlord's Position:

24. The landlord stated that the tenant had a cat that climbed on the blinds, causing damage to it. To prevent further damage, the tenant informed landlord that she removed blinds from the windows and stored in the storage room. However, after the tenant vacated, the landlord reported that the blinds in dining room, living room and second bedroom were missing and required replacement. The landlord submitted receipt of the costs of blinds for the dining room to support his claim (LL#9) and photographs to show that the blinds were missing (LL#10). The landlord is seeking \$57.47 for the replacement of missing blinds in a dining room, \$103.46 in a living room, and \$103.46 in a second bedroom and total of \$34.50 for the self-labor associated with their installation.

Tenant's Position:

25. The tenant disputed responsibility for the replacement costs, stating that all the blinds were placed in a bag in the storage room.

#7; Missing shovels \$28.75

Landlord's Position:

26. The landlord is seeking \$28.75 for the replacement of shovels he claims were missing at the end of the tenancy.

Tenant's Position:

27. The tenant disputed that she is responsible for costs for the new shovels, stating that she had her own shovels when she moved in.

#8; Lawn repair from pet urine \$1473.44

Landlord's Position:

28. The landlord claimed that the damage to the lawn was caused by the tenant's dog urinating on the lawn. To support his claim, the landlord submitted photographs of the lawn's condition (LL#11) and estimates from lawn repair companies (LL#12,13). The landlord is seeking \$1473.44 for lawn repair.

Tenant's Position:

29. The tenant disputed the claim, stating that the lawn was already in poor condition at the start of the tenancy. The tenant described the lawn as patchy, with clover and minimal grass coverage. The tenant also noted that the landlord had his own dog, which have contributed to the lawn's condition. The tenant called the witness to the hearing regarding this issue.

Witnesses' statement:

30. The witness stated that she has been working as the tenant's home care worker for five years. The witness stated that she remembers that in the beginning of the tenancy prior to the tenant having a dog, the lawn was patchy, it was not completely grass – some areas with grass, some areas with mud.

Analysis

31. In accordance with *Residential Tenancies policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondents are responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

#1; Cleaning \$230.00

32. Based on the evidence and testimonies provided by both parties, it is evident that some cleaning was required after the tenant vacated. However, I find the following: given the tenant's testimony that windows and trims had mold due to the dampness in the unit and that the cupboards were not cleaned and as the landlord did not dispute this, it is fair to conclude that the tenant should not be held responsible for cleaning these areas upon vacating. I accept the tenant's statement that the bathtub was cleaned however, yellow marks on it were pre-existing and could not be removed. I accept the landlord's testimony

and evidence that areas behind the stove and behind the fridge needed to be cleaned and the ceiling, but I find that one hour for two people, totaling to two hours of self-labor would have been sufficient to finish required cleaning. The landlord will be awarded \$46.60 for the cleaning.

#2; Cleaning supplies, and cleaning gloves, smoke alarms, toilet seat \$91.93

33. Based on the testimonies provided by both parties, I accept that toilet seat and smoke alarms were missing after the tenancy ended. As smoke alarms are essential safety equipment and should always remain in the unit, and similarly, the toilet seat is a basic fixture of rental unit, I find that its absence required replacement. The landlord is also requesting reimbursement for cleaning supplies. While it's reasonable for cleaning supplies to be used during the cleaning process, and as the landlord was able to show that they were bought on 1-November, according to the receipt provided by the landlord, I find this evidence sufficient. I find that cleaning gloves are a reasonable and necessary expense for performing cleaning tasks. As the landlord's claim for self-labor in cleaning was partially successful, I find it appropriate to award the landlord with the cost of the cleaning gloves. The landlord will be awarded \$91.93 for the costs for cleaning supplies, for the replacement of smoke alarms and toilet seat.

#3; Replace missing light bulbs and proper linters \$10.60

34. As the testimonies of the parties were controversial, this issue is analyzed as follows – I asked the landlord if he provided photographic evidence to demonstrate that the light bulbs were missing and he stated that he does not have any other evidence, besides the receipt, to support his claim. As the tenant testified that she replaced her Alexa-compatible light bulbs with regular light bulbs before vacating and used them during her final cleaning till 1 am, I find that as the onus is on the applicant to show sufficient evidence to support his claim, the landlord has not met the burden of proof to show that the light bulbs were missing. Regarding linters replacement, the tenant stated that she used tin foil during the tenancy to keep dirt off the stove and found it effective for that purpose and that the tin foil was on the stove when she vacated. I asked the landlord why he was using linters instead of tin foil and he responded that the linters are thicker. As there is no evidence that the linters were essential for the operation of the stove, I find that the cost for linters should not be awarded. The landlord's claim for replacement of missing bulbs and linters does not succeed.

#4; Entry door sweeper and installation \$46.01

35. After reviewing the testimonies and evidence, I accept the landlord's claim that the entry door sweeper required replacement. I asked the landlord how old the original door sweeper was. The landlord was unable to provide an exact age but stated that the upstairs sweepers are still functional and attributed the need for replacement to damage caused by the dog's chain going under the sweeper. The tenant did not dispute that she has a dog and that she was using dog's leash underneath the door. Upon analyzing the photograph submitted as evidence (LL#7), I find it reasonable to conclude that the damage was caused by the tenant's dog leash, as the plastic appears cracked where the leash was positioned under the door. Based on the evidence, I accept that the damage necessitated replacement and attribute it to the tenant's actions. However, such a replacement typically requires less time, than 1 hour. Therefore, compensation for half an hour of self-labor will be awarded to the landlord, reducing a self-labor cost to \$11.50. As a result, the landlord will be awarded a total compensation of \$34.51 for the replacement and installation of the door sweeper.

#5; Installation of smoke alarms and toilet seat \$10.50

36. According to the paragraph 32 of this decision, it has already been determined that the toilet seat was missing and that smoke alarms has not been installed. Considering this, I find it's reasonable for the landlord to seek compensation for the installation work performed. The self-labor cost of \$10.50 for the installation of three smoke alarms and toilet seat appears reasonable. Therefore, I find that the landlord's claim for installation of smoke alarms and toilet seat succeeds.

#6; Replacement missing blinds \$264.39 and installation \$34.50

37. The landlord is seeking compensation for the replacement of three blinds and costs for self-labor for installation of blinds. The landlord testified that the tenant informed him that the blinds had been removed and stored to prevent further damage by her cat. The landlord stated that after tenant vacated, the blinds were not found in the storage room or elsewhere in the unit. The tenant acknowledged that the blinds were removed from the windows during the tenancy. According to the tenant's testimony, she accepted help from her friends during moving-out process. The tenant previously stated that by mistake, her helpers had taken the toilet seat, as she was unable oversee everything during the move. Considering that the tenant did not manage the entire moving process herself, it is plausible that her helpers may have unintentionally taken the blinds along with other belongings. Based on this, I accept the landlord's testimony that the blinds were not in the unit at the end of the tenancy. Regarding costs, the landlord provided a receipt for the replacement blinds in the dining room and did not provide the receipts for the costs of blinds in the living room and second bedroom. After the research of market prices for blinds suitable for larger windows (www.walmart.ca), I find that \$103.46 per blind is reasonable. Additionally, I find the self-labor costs of \$11.50 per blind for installation is also reasonable. As such, the landlord's claim for replacement of missing blinds and installation succeeds in the amount of \$298.89.

#7; Missing shovels \$28.75

38. I asked the landlord whether he had provided shovels to the tenant, and he confirmed that he did not supply the tenant with shovels. The landlord further stated that the original shovels may have gone missing because they were old, and he may have discarded them. The landlord is seeking reimbursement for the cost of new shovels he purchased. Based on this information, I find that the landlord did not establish that the shovels were provided as part of tenancy or that their replacement is the tenant's responsibility. Therefore, the landlord's claim for the shovel's replacement does not succeed.

#8; Lawn repair from pet urine \$1473.44

39. The landlord is seeking \$1473.44 for lawn repair, claiming that the damage to the lawn was caused by the tenant's dog urinating on the lawn. The tenant disputed this claim, stating that the lawn was already in a poor condition in the beginning of the tenancy. I asked the landlord whether he submitted photographs showing the condition of the lawn at the start of the tenancy, or before the tenant acquired the dog. The landlord stated that he did not submit such evidence. In accordance with the Section 9-3 of the *Residential Tenancies Policy* the landlord failure to show the condition of the lawn when the tenant moved in, and as such I accept the witnesses' testimony, that the lawn was patchy and muddy and not covered with the grass in the beginning of the tenancy. Based on the testimonies of the tenant and the witness, and in accordance with the Section 9-3 of the *Residential Tenancies Policy*, I find that the landlord's claim for the lawn repair does not succeed.

Decision

40. The landlord's claim for damages succeeds in the amount of \$482.43.

Issue # 3: Refund of Security deposit \$600.00

Security deposit to be applied against any monies owed \$600.00

Analysis

41. 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).

42. The landlord's claim for losses has been partially successful as per paragraph 40 and as such, the security deposit shall be applied against monies owed. 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 interest for 2019-2023 was 0% and the annual interest in 2024 is 1%. As the amount of the security deposit exceeds the expenses awarded to the landlord for compensations for damages, the remaining balance of the security deposit should be refunded to the tenant.

Decision

43. The security deposit plus interest in the amount of \$605.77 to be applied against monies owed. The remaining balance of security deposit should be refunded to the tenant.

Summary of Decision

44. The tenant shall pay the landlord \$0.00 as follows:

Compensation for damages \$482.43

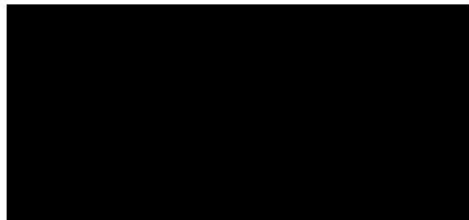
Less partially Security Deposit & interest ... \$ 482.43

Total \$0.00

45. The landlord shall refund the remaining balance of the security deposit of \$123.34 to the tenant.

January 8, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office