

Residential Tenancies Tribunal

Application 2024-1050-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:00 a.m. on 10-January-2025.
2. The applicant [REDACTED] represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlords", attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant", attended via teleconference and was represented by [REDACTED].

Preliminary Matters

4. The landlords submitted affidavit with their application stating that they had served the tenant with the notice of hearing via email on 20-December-2024 (LL#1). The tenant confirmed receiving notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, and the hearing proceeded.

There was a fixed term rental agreement which commenced in April-2020, and then converted into month-to-month agreement. Rent was \$650.00 per month, due on the first of each month. The tenant vacated on 17-October-2024. The disposition of the security deposit was dealt with in decision 2024-0956-NL and therefore will not be considered in this case.

Issues before the Tribunal

5. The landlords are seeking:
 - Compensation for damages \$1901.44;
 - Other \$4200.00.
 - Compensation for inconveniences \$40.68;

Legislation and Policy

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

7. Also, relevant and considered in this decision are following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Compensation for Damages to rental premises, Section 12-1: Costs.

Issue #1: Compensation for damages \$1901.44

Relevant Submission

8. The landlords are seeking compensation for damages as per their ledger:

1	Damage Repair Labour #130	\$ 570.00
2	Cleaning supplies #127	\$ 182.03
3	Cleaning Services for entire apartment #134	\$ 480.00
4	exterior cleaning fee #125	\$ 270.00
5		
6	invoice for paint, paint rollers, brushes,	
7	range pots	
8	1 gallon trim paint, 3 gallons wall paint #131	\$ 399.41
9	2 deadbolts, 2 entry locks	
10	Spray paint to paint fridge doors.	

#1 Damage repair labor \$570.00

Landlord's Position

9. The landlords claim that after the tenant vacated the unit, there were numerous large holes in the walls caused by the tenant mounting pictures and other personal things. The landlords submitted photographs to show the damages to the walls (LL#2) and stated that, in order to re-rent the unit, they had to plaster the walls and complete necessary repairs. The landlords explained that the damage included large screw holes, which they argue go beyond normal wear and tear.

The landlords further stated that they used their own plaster for the repairs and that the repairs took approximately 20 hours for two people to complete, and they charged \$20.00 per hour for their self-labor, totaling \$570.00.

Tenant's Position

10. The tenant's representative disputes the landlord's photographs, stating that they were taken on October 1st and 2nd, when the landlords allegedly interfered with the tenant's ability to finish cleaning the unit. The tenant also disputes any responsibility for labor costs, submitting their own photographs of the unit (TT#1). The tenant argues that the damages claimed by the landlord are merely normal wear and tear.

#2 Cleaning services \$480.00 and cleaning supplies \$182.03

Landlord's Position

11. The landlords claim that the unit was left in a filthy condition after the tenant vacated, requiring extensive cleaning of the walls, cabinets, stove, drawers, and refrigerator. To complete the cleaning, the landlords purchased cleaning supplies, including mops and brooms, and submitted receipts to support their claim (LL#3). The landlords also submitted photographs and videos to demonstrate the condition of the unit (LL#4).

The landlords stated that the cleaning required two cleaners working approximately 24 hours. The landlords submitted receipt for the cleaning services to support their claim (LL#5). They highlighted that cleaning the cabinets and refrigerator alone took one cleaner an entire day.

Tenant's Position

12. The tenant's representative disputes the landlord's claims, arguing that the apartment was cleaned before the tenant vacated, and that the landlord exaggerated the condition of the unit. The tenant's representative stated that a friend helped clean the apartment on October 15th and 17th, and the tenant took photographs to show its condition at that time (TT#2).

The tenant's representative also claimed that the landlord took early photographs to intimidate and "bully" the tenant. Additionally, the tenant asserted that they intended to return to the property in October to finish the cleaning but were locked out and unable to do so.

#3 Exterior cleaning fee \$270.00

Landlord's Position

13. The landlords stated that the tenant left a significant amount of garbage and household waste outside the premises after vacating. They described piles of garbage bags, cans, and other waste that required sorting and disposal.

To address the issue, the landlords stated that they used a trailer and side-by-side vehicle to transport the garbage to the dump in [REDACTED]. However, the garbage required separation, so they needed to return it back for necessitating additional effort. The landlords testified that it took 3 hours for two people to separate, shovel, and transport the garbage, and they are seeking \$20.00 per hour for self-labor.

Additionally, the landlords are claiming \$50.00 for fuel costs and \$150.00 for the use of a car trailer. They emphasized that hiring a contractor for the same work would have cost \$300.00 to \$400.00, making their claim for \$270.00 reasonable. Photographs of the garbage piles and trip to dump were submitted as evidence to support their claim (LL#6).

Tenant's Position

14. The tenant's representative disputed the claim, arguing that garbage pickup is a free service. They also stated that in previous years, the landlord had handled the garbage, implying that this responsibility should not fall solely on the tenant. The tenant's representative further claimed that they did what they could to clean up the garbage before vacating.

#4 Paint, spray paint, painting supplies, deadbolts, and entry locks \$399.41

Landlord's Position

15. The landlords are seeking reimbursement for the following items:

- Trim Paint: \$25.30 for 1 gallon of white trim paint used during repairs.
- Wall Paint: \$99.00 for 3 gallons, calculated as a portion of a 20-liter can purchased for the unit.

- Rollers and brushes: \$18.97, \$8.97, \$22.97
- Spray Paint for the Fridge: \$27.94 for repainting the fridge due to sticky residue left on the front and sides. The landlord testified that cleaners could not remove the sticky material, necessitating a repaint. The landlords submitted photographs of the fridge to support their claim (LL#7).
- Deadbolts and Entry Locks: \$67.50 for replacing the locks and \$49.90 for deadbolts, claiming the tenant did not return the keys after vacating.
- Range pots: \$30.77 the landlords stated that the pots were rusted and left unclean underneath, however they were new at the beginning of the tenancy.

The landlords submitted copies of receipts to support their claim (LL#8).

Tenant's Position

16. The tenant's representative disputed the landlord's claims, asserting the following:

- The fridge had no sticky residue, only magnets, and any issues with the fridge's condition were due to normal wear and tear and its age, approximately 16 years old. The tenant's representative stated that due to the fridge's age, it was rusty, and the tenant was continuously wiping the fridge doors for rust not to spread through the paint.
- The keys were mailed back to the landlord in December. The tenant did not cause any damage requiring lock replacement. The tenant's representative also added that the landlord previously testified that the locks were not changed.
- The stove was old, and the tenant did not cause any damage to it.

Analysis

17. 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)*

The landlords claim for damages will be analyzed based on the testimonies and photographs / receipts entered into evidence. Each item is analyzed as follows:

#1 Damage repair labor \$570.00

18. According to the landlords, the tenant left the unit with damaged walls, and they had to plaster and paint the walls and complete necessary repairs after the tenant vacated. The landlords are seeking reimbursement of \$570.00 for self-labor costs.

I accept the tenant's photographs; however, those pictures were taken from a distance and do not accurately show the extent of the damage or the repairs required. After reviewing the landlord's photographic evidence, only photographs and videos taken after the tenant vacated will be analyzed for the purpose of this decision. I accept the landlord's evidence, as submitted photos and videos provide specific details about the damage, including holes in almost every wall that required plastering and paint.

Additionally, I inquired about the condition of the paint in the unit. The landlords stated that the unit was last freshly painted in 2020, prior to the tenancy and argued that large screw holes are not consistent with normal wear and tear and required significant labor to repair. I accept that the damage to the walls occurred during the tenancy. Based on the evidence and testimony provided, I find the landlord's claim reasonable, as it is clear and evident that there were a significant number of nails and screws in the walls, present nearly every wall. As such, I accept that plastering and painting were required after the tenant vacated the unit. Therefore, the landlord's claim of \$570.00 for repair labor, calculated at a rate of \$20.00 per hour for approximately 28 hours of plastering and painting, succeeds.

19. The landlords will be awarded \$570.00 for repair labor.

#2 Cleaning services \$480.00 and cleaning supplies \$182.03

20. According to the evidence provided by the landlords, including photographs and videos, it is evident that the unit was left dusty and dirty condition and that kitchen, kitchen cabinets, bathroom, and other areas required cleaning. While the tenant disputes the claim, they did not provide sufficient evidence to demonstrate that the unit was cleaned to an acceptable standard before vacating, as the photographs submitted by the tenant were taken from a distance and do not accurately show the cleanliness of the unit. I asked the landlord to specify the amount of cleaning supplies used, and they stated that nearly all supplies purchased were consumed during the cleaning process due to the unit's condition.

Based on the photographic and videographic evidence submitted by the landlords, which clearly shows the poor condition of the unit, I find that the cleaning was necessary. Additionally, the landlords have provided receipts for cleaning services and cleaning supplies. Therefore, I find it fair and reasonable for the landlords to be reimbursed for these expenses.

21. The landlord's claim for \$480.00 for cleaning and \$182.03 for cleaning supplies succeeds.

#3 Exterior cleaning fee \$270.00

22. The landlords are seeking \$270.00 for the exterior cleaning after the tenant vacated the unit. I asked the landlords if they had picked up garbage for the tenant in the past, and they confirmed that they had not done so for this or any other tenant. The landlord also clarified that garbage pickup is not a free service in this case and that the waste required manual sorting and bag-by-bag cleaning before disposal.

Photographs provided by the landlords show a large quantity of garbage left behind, corroborating their claim. While the tenant's representative argued that they had made efforts to clean, the evidence demonstrates that the tenant did not fulfill her obligation to remove all garbage from the premises upon vacating.

The landlord's claim for \$270.00, which includes labor, fuel costs, and trailer use, is reasonable given the amount of garbage left behind and the work required to clean the exterior of the premises.

23. The landlords claim for exterior cleaning succeeds in the amount of \$270.00.

#4 Paint, spray paint, painting supplies, deadbolts, and entry locks \$399.41

- Trim Paint (\$25.30) Wall Paint (\$99.00) and rollers and brushes (50.91): as landlords claim for labor succeeds as per paragraph 20 of this decision and as the landlord provided evidence that painting was required and the receipts, I find it's reasonable that paint, trim

paint and rollers were used to repair the unit. The landlords will be awarded \$175.21 for paint and supplies.

- Spray Paint for the Fridge (\$27.94): Upon reviewing the evidence, including photographs of the fridge, I find that the landlord has not demonstrated that the tenant caused any damage requiring spray paint. The tenant's testimony about the rust being a result of normal wear and tear is consistent with the evidence provided. For those reasons this claim will not be awarded.
- Deadbolts (\$49.90) and Entry Locks (\$67.50): Changing locks in rental unit is the responsibility of the landlord as it falls under the "*cost of doing business*". This expense will not be awarded.
- Range pots: \$30.77 the landlords stated that the pots were rusted and left unclean underneath, however they were new at the beginning of the tenancy. The tenant's representative disputed that the stove was new and stated that it was approximately 16 years old. As the landlords did not submit any photographic evidence to show the condition of the stove and range pots in the beginning of the tenancy, I find that the landlords failed to show that the damage to the range pots was caused by the tenant during the tenancy and their claim will not be rewarded.

Decision

24. The landlords claim for compensation for damages succeeds in the amount of \$1677.24.

Issue #2 Other expenses \$4200.00

Landlord's Position

25. The landlords claim that there was an unauthorized tenant residing in the rental unit for at least 14 months prior to the end of tenancy. The landlords stated that this individual began staying in the unit more than 14 months ago and that they cleared snow for 2 vehicles – the tenant's and the tenant's friend's vehicles for 2 winters. The landlords testified that this individual would stay for 4-5 weeks at a time, with a week off in between. Based on this claim, the landlords calculated that \$300.00 per month would be a reasonable charge for the unauthorized occupancy and are seeking \$4200.00 for compensation of using the rental unit.

Tenant's Position

26. The tenant denied the landlord's claim, stating that the individual in question is her boyfriend, whom she met in November 2023, meaning that their relationship has lasted approximately 10 months. The tenant asserted that her boyfriend never moved into or resided in the unit. Instead, the tenant stated that he would visit, provide assistance, and spend time with her, but never stayed in the unit permanently. The tenant's representative stated that according to the rental agreement, tenant had 2 parking spots for her vehicle and visitor's vehicle and that landlords did not clear the snow from her visitor's vehicle.

Analysis

27. I asked the landlords whether they had previously expressed any concerns about an additional person visiting the unit, whether they attempted to increase rent to account for the alleged additional occupant or took any other steps to prevent tenant's boyfriend staying in the unit. The landlords confirmed that they had not raised any issues with the tenant

before submitting their claim to the Residential Tenancies Board. The landlords explained that they waited for 14 months to address this issue because, at the time, they found the situation acceptable. However, after initiating proceedings through the Board, they became aware that they could formally raise concerns. The landlords also mentioned that the insurance company required all occupants to be listed on the lease.

28. I asked the tenant whether her boyfriend was living with her. The tenant stated that he never resided in the unit and had his own house. The tenant stated that he visited only on weekends and further explained that after sustaining the injury in August 2024, her boyfriend stayed longer as her guest to help take care of her during her recovery. The tenant empathized that the landlords never raised any concerns about any of her boyfriend's visits during the tenancy. I asked the landlords if they have submitted any evidence of tenant's boyfriend residing in the unit to support their claim, they stated that they did not.
29. When the landlords become aware of the alleged unauthorized tenant or the visitor, they were obligated to address the matter promptly. It is important to note that waiting for 14 months and until the end of the tenancy to raise this issue is not a reasonable or fair approach. Furthermore, the landlords have not provided any sufficient evidence to demonstrate that the tenant's boyfriend was residing in the unit. Without such evidence and in light of their failure to communicate concerns during the tenancy, I find that the landlords claim for compensation of \$4200.00 fails.

Decision

30. The landlord's claim for compensation for an unauthorized tenant does not succeed.

Issue #3: Compensation for inconveniences \$40.68.

Relevant Submission

31. The landlords are seeking compensation for inconveniences for dispute application fee \$20.00 and flash drive \$20.68.

Landlord's Position

32. The landlords paid \$20.00 for the application fee and are seeking reimbursement. The landlords submitted a copy of the receipt to support the claim (LL#9).
The landlords stated that they purchased a flash drive specifically for the purpose of the hearing and provided a receipt to support their claim (LL#10). The landlords are seeking compensation for this expense in the amount of \$20.68.

Tenant's Position

33. The tenant's representative disputed landlord's claim for the reimbursement for the flash drive and stated that the flash drive received by the tenant was not from the brand indicated in the receipt submitted by the landlords. The tenant's representative also stated that purchasing flash drive was landlords' decision, as they could submit evidence via email.

Analysis

34. As the tenant's representative stated that the flash drive received by the tenant was not from the brand indicated in the receipt submitted by the landlords, I asked the landlords to address this discrepancy. The landlords explained that the flash drive given to the tenant was their son's personal flash drive, which he gave them for this purpose. However, the flash drive provided to the Residential Tenancies Board was the one they purchased and for which they submitted a receipt. The landlords also stated that they needed to purchase a flash drive, as the amount of evidence was significant.
35. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, general claimable costs may include \$20.00 filing fee and the costs incurred in the preparation for the hearing, as purchase of USB drives. Based on the testimonies, I accept that the flash drive purchased by the landlords was used in connection with the hearing. The landlord's claim for loses has been partially successful as per paragraph 25, therefore, the landlords are entitled to reimbursement of \$40.68 to cover hearing expenses.

Decision

36. The landlord's claim for compensation for inconveniences succeeds in the amount of \$40.68.

Summary of Decision

37. The tenant shall pay to the landlords \$1717.92 as follows:

Compensation for damages	\$1677.24
Compensations for inconveniences	\$40.68
Total	\$1717.92

January 23, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office