

Residential Tenancies Tribunal

Application 2024-1091-NL & 2025-0014-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held at 9:03 AM on 4 February 2025 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended the hearing.
3. The respondents and counter-applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended the hearing.

Preliminary Matters

4. The tenants supplied an affidavit of service (T#1) with their application indicating the landlords were served via registered mail ([REDACTED]) on 18 December 2024. The landlords did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. The landlords supplied an affidavit of service (L#1) with their application indicating the tenants were served via electronic mail ([REDACTED]) on 14 January 2025. The tenants did not dispute service. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
6. There was a verbal monthly rental agreement between 1 January 2024 and 19 October 2024 with rent of \$1200.00 due on the 1st of each month. There was a security deposit of \$600.00 collected in December 2023, still in the landlords' possession.

Issues before the Tribunal

7. The tenants are seeking the following:

- Refund of security deposit plus interest

8. The landlords are seeking the following:

- Compensation for damages of \$1099.24
- Security deposit applied against monies owed
- Hearing expenses of \$20.00

Legislation and Policy

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

10. Also considered and referred to in this decision are Sections 14, as well as Residential Tenancies Policies 9-003 and 12-001.

Issue 1: Damages

11. The landlords testified the 3-bedroom home was 6 years old and tenants vacated the rental premises on 19 October 2024. They sold the rental premises to a new owner by 1 November 2024. The landlords claim \$1099.24 in damages, divided amongst 11 items. Along with their application, the landlords supplied a damage ledger (L#2). Each item will be dealt with individually below. As stated in the Residential Tenancies Program Policy and Procedure Guide policy 09-003, applicants seeking damages must provide sufficient evidence to establish that the damage exists and the extent, that the respondent(s) is responsible for the damage through a willful or negligent act, and the costs of repairing or replacing the damages items.

Item 1 – Utilities

12. The landlords claim \$74.63 for NL Power utilities payment. The landlords testified the rental agreement was one which included payment of own utilities by the tenants. Along with their application, the landlords supplied a letter from NL Power (L#3) indicating the tenants switched the utilities on 21 October 2022 to the landlords and they claim payment of the utilities between 21 October 2024 and 31 October 2024.

13. The tenants testified the landlords issued them two termination notices (one in August 2024 to be out 10 days later and a second on 1 September 2024 with a request to be out by 30 November 2024). The tenants stated the landlords were fully aware they would be vacating the rental premises on 19 October 2024 and were in agreement with same.

14. Unpaid utilities are not classified as 'damages'. I accept that the landlords erroneously classified their claim for payment of utilities under 'damages'; and will analyze this portion of the claim accordingly. The landlords offered testimony that "We also told them, if they didn't have a place to stay, they could stay longer. We always told them they could leave early" after being issued the termination notices. Viewing the evidence and testimonies in totality, I am unable to assess the reasoning why the tenants are responsible for the utilities as a termination notice had been issued, both parties were aware the tenants were vacating on 19 October 2024 and the landlords and tenants had an agreement they could vacate earlier than 30 November 2024.
15. The landlords claim for \$74.63 for utilities payment fails.

Item 2 – Cleaning of Bathroom

16. The landlords claim \$50.00 for cleaning of the bathroom. They testified they both cleaned the bathroom after the tenants vacated for three hours and, along with their application, supplied pictorial evidence of the bathroom (L#4).
17. The tenants testified they did clean the bathroom prior to vacating the rental premises. One of the tenant's stated, "According to my standards, it was clean. We did mop, wipe down and my cousin was there to help me. My standards and [REDACTED] are obviously not the same. I could have missed something".
18. Pictorial evidence supplied by the landlords of the bathroom (L#4). The tenants ceded they "could have missed something". In accordance with Residential Tenancies Policy 09-003, where a landlord carried out any of the repairs themselves, they may make a claim for costs of personal labor. For each hour of personal labor exerted, a landlord may claim the current provincial minimum wage rate of $\$15.60 + \$8.00 = \$23.60$. The landlords testified both worked for approximately 3 hours. Considering the evidence in its totality, I conclude on the balance of probabilities after the tenants left, the bathroom required additional cleaning.
19. This portion of the landlords claim succeeds in the amount requested of \$50.00.

Item 3 – Repair window ledge and screen

20. The landlords claim \$153.00 for the screen and window ledge in one of the bedrooms of the rental premises. The landlords testified the age of both items was 6 years and the dog of the tenant's contributed to the damages to both items. Along with their application, the landlords supplied pictorial evidence of the window and window ledge (L#5). They testified that the tenants used the bedroom as an office and they "never I inspected that room".
21. The tenants disputed their dog was the cause of damages to both the screen and window ledge as they had personal belongings in front of the window screen and ledge, and the dog was never left home alone.

22. Viewing the evidence and testimonies in totality, I am unable to assess the extent of the tenant's responsibility for the screen and window ledge. There was no pictorial evidence of this bedroom prior to the tenancy. The pictorial evidence supplied does reveal both items were damaged; however, the landlords testified this room was "never inspected".
23. The landlords have failed to meet the evidentiary onus, and this portion of their claim therefore fails.

Item 4 – Cleaning of lower walls and doors

24. The landlords claim \$100.00 for the cleaning of the lower walls and doors of the rental premises. The landlords described the substance found on the lower walls and doors after the tenants vacated as "thick coffee or pudding" which required both landlords cleaning for 6 hours. They stated this involved having to scrape off the substance, sanding the areas and repainting. Along with their application, the landlords supplied pictorial evidence (L#6).
25. The tenants testified they did have one large "part husky" dog that had allergies and the "dog may have sprayed over the walls. It is quite possible we missed it".
26. Viewing the evidence in its totality, I conclude on the balance of probabilities that the tenants left the lower walls and doors in a condition that required repairs.
27. Again, considering the 6 hours of self-labor by the landlord, this portion of the landlords claim succeeds in the amount requested of \$100.00.

Item 5 – Damage to closet door

28. The landlords claim \$100.00 for repair to a closet door. They testified this door was 6 years old and had to be repaired. The landlords attributed the damages being due to the tenant's installation of a locking mechanism on this door. Along with their application, the landlords supplied pictorial evidence (L#7) of the closet door and moulding. The landlords stated 5 hours work was completed on the door which involved fill, sanding and painting of the door and moulding.
29. The tenants testified firearms had been stored in this closet and it was law that it had to be locked. The tenant stated he installed 8 screws on the door and molding.
30. Viewing the evidence in its totality, I conclude on the balance of probabilities that the tenants were responsible for the condition of the closet door and moulding.
31. Again, considering the 5 hours of self-labor, this portion of the landlords claim succeeds in the amount of \$100.00.

Items 6 & 7 – Damage to steel doors

32. The landlords claim \$200.00 for repairing damage to two steel doors; one for the patio, and the other for the front of the rental premises. The landlords testified the damages occurred from the installation of two curtain rods on the doors by the tenants and stated there were two magnetic curtain rods available to the tenants for use in the rental premises. Along with their application, the landlords supplied pictorial evidence of both doors (L#8 & #9). The landlords stated it required between 5 to 6 hours of repair for both doors.
33. The tenants did not dispute they installed two new curtain rods on both doors and attributed this for their wish for privacy.
34. Viewing the evidence in its totality, I conclude on the balance of probabilities the tenants were responsible for damages to two steel doors which required repairs.
35. Considering repairs required between 5 to 6 hours of self-labor, this portion of the landlords claim succeeds in the amount of \$200.00.

Item 8 – Removal of cabinet

36. The landlords claim \$100.00 for costs associated with removal of a cabinet left by the tenants. The landlords testified between 5 to 6 hours was required to tape, transport cut up and burn the personal belonging after the tenants declined the landlords offer to store the item. Along with their application, the landlords supplied pictorial evidence of the cabinet (L#10).
37. The tenants did not dispute their cabinet was left in the rental premises after they vacated. They did dispute the amount of time suggested by the landlords required to remove the item.
38. Viewing the evidence in its totality, I am unable to determine that removal and destruction of the cabinet required between 5 to 6 hours of labor. An able body individual could be capable to remove, transport, dismantle and destroy the item in 3 hours.
39. Relying on Policy 09-003, self-labor calculation (\$23.60 X 3 hours), I conclude this portion of the landlords claim succeeds in the amount of \$70.80.

Item 9 – Cleaning of kitchen

40. The landlords claim \$125.00 for costs associated with cleaning the kitchen stove, fridge, cupboards and sink. The landlords testified both had worked 7 hours. Along with their application, the landlords supplied pictorial evidence of the stove (L#11), the refrigerator (L#12), cupboards (L#13) and kitchen sink (L#14).
41. The tenants did not dispute that the landlords cleaned the kitchen area and appliances of the rental premises. They attributed this to the landlords' potential sale of the rental property and due to the landlords being "excessive cleaners".

42. Considering the evidence and testimonies in totality, I conclude on the balance of probabilities, the kitchen appliances required cleaning after the tenants vacated the rental premises.

43. This portion of the landlords claim succeeds in the amount of \$125.00.

Item 10 – Cleaning and repair supplies

44. The landlords claim \$99.61 for the costs associated with purchase of cleaning supplies. Along with their application, the landlords supplied receipts for the costs of purchase for those items (L#15). The landlords testified “We didn’t use all of them. Some of the items were the tenants”. The landlords did not specify which items on the receipts were used on the cleaning/repair of the rental premises.

45. The tenants disputed the claims of the landlords that the rental premises required as much cleaning as specified by the landlords.

46. Viewing the evidence and testimonies in totality, I am unable to assess to determine which supplies were for the rental premises and therefore am not in a position to evaluate whether the level of compensation claimed is legitimate. The landlords have failed to meet the evidentiary onus.

47. This portion of their claim therefore fails.

Item 11 – Cleaning of house

48. The landlords claim \$125.00 for the complete cleaning of the 1600 square foot home. The landlords testified this took both 8 hours to complete and stated that following the repairs which had to be completed caused dust from the sanding of plaster. They also attributed this cleaning is being necessary due to fur from the tenant’s dog found throughout the rental premises. Along with their application, the landlords supplied multiple pictures of the rental premises after the tenants vacated (L#16, 17, 18, 19,20, 21 & 22).

49. The tenants testified their dog, which was part husky, shedding required constant clean up. They testified their dog sheds three times per year and during the time they were vacating the rental premises, their dog was shedding. They stated, “When he is shedding, it is impossible to keep it clean”. The tenants disputed that the rental premises had to be cleaned as much as the landlords stated and attributed the landlord’s claims being due to wishing to sell the property and the landlords being “excessive cleaners”.

50. Considering the evidence and testimonies in totality, I conclude on the balance of probabilities, the rental premises required the cleaning as described by the landlords.

51. This portion of the landlords claim succeeds in the amount of \$125.00.

Decision

52. The landlord’s claim for compensation for damages succeeds in the amount of \$770.80.

Issue 2: Disposition of the Security Deposit

53. As the landlords are owed monies, they are entitled to apply the security deposit against the sum owed. The security deposit in this case is \$600.00. S. 14(7) of the Act states that the landlord shall credit interest to the tenants in the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlords. Prior to 2024, the interest rate prescribed by the regulations was 0% for the relevant year. In 2024 and 2025, the rate was set to 1% cumulative simple annual interest. That results in total interest at the time of the hearing being \$6.59, for a total of \$606.59.

Decision

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

Issue 3: Hearing Expenses

55. The landlords claim \$20.00 hearing expenses. Along with their application, the landlords supplied a hearing receipt (L#23). In accordance with Section 12-1 of the Residential Tenancies Policy Manual, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

56. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

57. The tenants shall pay to the landlords \$184.21 determined as follows:

- Damages.....\$770.80
- **Less Security Deposit.....\$606.59**
- Hearing Expenses.....\$20.00
- Total.....**\$184.21**

12 June 2025

Date

Michael Reddy, Adjudicator
Residential Tenancies Office