

Residential Tenancies Tribunal

Application 2024-1184-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:10 a.m. on 27-January-2025.
2. The applicant [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.

Preliminary Matters

4. The landlord submitted two affidavits with her application stating that she had served the tenants with the notice of hearing electronically via emails to [REDACTED] and [REDACTED] on 12-January-2025 (LL#1,2). The tenants 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.
5. There was a written month to month rental agreement which commenced on 1-February-2024. Rent was \$1350.00 per month, due on the first of each month. The tenants vacated on 8-December-2024. Security deposit of \$1000.00 was collected on 30-January-2024 and is in the landlord’s possession.
6. The landlord amended the application to include hearing expenses of \$20.00.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation for damages \$1000.00;
 - Hearing expenses \$20.00;
 - Security deposit of \$1000.00 applied against any monies owed.

Legislation and Policy

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

9. Also, relevant and considered in this decision are 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 \$1000.00

Relevant Submission

10. The landlord is seeking compensation for damages as per the ledger:

1	Dent in dryer (new June 2024)	\$ 125.00
2	2 walls + 2 window ledges plaster / repaint	\$ 200.00
3	(painting last completed in January 2024)	
4	Stove top + oven damaged (new Jan 2024)	\$ 300.00
5	Cleaning fees (23.00 x 5)	\$ 145.00
6	Paint and plaster	\$ 105.00
7	Dent in fridge (new Jan 2024)	\$ 125.00

#1 Dent in dryer \$125.00.

Landlord's and Tenant's Position

11. The landlord stated that after the tenants vacated the unit, she discovered a large dent on the top of the dryer. The landlord submitted photographic evidence to support her claim (LL#3). The landlord further stated that the dryer was newly purchased in May-2024 and installed in June-2024, indicating that the damage must have occurred during the tenancy.

12. The tenants acknowledged that the dryer was new and agreed that the damage occurred during the tenancy. The tenants agreed to compensate \$90.00 for the repairs of the damage.

#2 Two walls and two windows ledges plaster and repaint \$200.00 and \$105.00 for paint and plaster.

Landlord's and Tenant's Position

13. The landlord stated that after the tenants vacated, she observed two walls and window ledges require plastering and repainting. The landlord submitted receipt for paint (LL#4) and photographs of the walls to support her claim (LL#5,6). The landlord stated that painting was necessary to restore the unit.

14. The tenants acknowledged that the paint on the window ledges was falling off but claimed that they noticed this issue at the beginning of the tenancy. For this reason, the tenants asserted that they should not be held responsible for the cost of labor. However, they agreed to pay \$105.00 for the cost of paint.

#3 Stove top and oven damage \$300.00.

Landlord's and Tenant's Position

15. The landlord stated that the stove was damaged during the tenancy and submitted photographs to support her claim (LL#7,8). The tenants acknowledged their responsibility for the damage and agreed to cover the cost of \$300.00.

#4 Cleaning fees \$145.00.

Landlord's and Tenant's Position

16. The landlord testified that the unit required some cleaning after tenants vacated, as well as additional cleaning following plastering and painting, which were necessitated due to the damages to the walls during the tenancy. The tenants agreed and accepted responsibility for the cleaning costs.

#5 Dent in fridge \$125.00.

Landlord's and Tenant's Position

17. The landlord testified that a dent occurred in the fridge during the tenancy. The tenants acknowledged that they are responsible for the damage, however explained that damage was never done purposefully and agreed to cover the associated cost.

Analysis

18. 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 Dent in dryer \$125.00.

19. I asked the landlord if she agreed with the proposed compensation of \$90.00 for the damage to the dryer. The landlord confirmed her agreement.
20. Based on the agreement between both parties, I find that the landlord's claim for compensation for the damage to the dryer succeeds in the amount of \$90.00.

#2 Two walls and two windows ledges plaster and repaint \$200.00 and \$105.00 for paint and plaster.

21. I asked when the unit was last freshly painted. The landlord stated that the property was wholly painted in December 2023-January 2024, just prior to the commencement of the tenancy. The tenants confirmed that the unit was freshly painted at the start of the tenancy. According to the tenants the paint around the window started to peel off since the tenancy started, however they did not dispute any damages to the walls. I further inquired if the tenants had notified the landlord of any issues with the paint during their tenancy. The tenants confirmed that they had not mentioned any problems with the paint to the landlord at any time. I also asked the landlord about the time and effort required to complete the repairs. The landlord stated that the plastering, sanding, and repainting took approximately 2-3 days, totaling 5 hours of labor. The landlord stated that the labor was completed by person she knows.

22. Based on the evidence and testimonies of both parties, and as the tenants did not dispute damage to the walls and agreed to be responsible for the cost of paint and plaster of \$105.00, I find that the tenants are responsible for the cost of labor and materials.

According to the landlord, repairs were made by person she knows, and labor took 5 hours. As the landlord did not provide a receipt for labor costs, self-labor for repairs is compensated at \$23.60 per hour according to the *Residential Tenancies Policy*. I accept that the landlord's friend spent 5 hours addressing the damage, and find the time requested to be reasonable totaling to \$118.00.

23. The landlord's claim succeeds in the amount of \$223.00.

#3 Stove top and oven damage \$300.00

24. As the tenants have acknowledged their responsibility for the damage to the stove and oven and agreed to pay repair costs of \$300.00, the landlord is awarded the repair cost of \$300.00.

#4 Cleaning fees \$145.00.

25. The tenants agreed that they were responsible for the cleaning costs of \$145.00. As per tenants' acknowledgement, the landlord is awarded the cleaning fee of \$145.00.

#5 Dent in fridge \$125.00

26. The tenants accepted responsibility for the damage to the fridge and agreed to pay \$125.00. Based on the tenants' agreement, the landlord is awarded the repair cost of \$125.00.

Decision

27. The landlords claim for compensation for damages succeeds in the amount of \$883.00.

Issue #3: Hearing expenses \$20.00.

Relevant Submission

28. The landlord is seeking compensation for dispute application fee \$20.00. The landlord submitted a copy of the receipt to support the claim (LL#9).

Analysis

29. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, general claimable costs may include \$20.00 filing fee. The landlord's claim for loses has been partially successful as per paragraph 27, therefore, the landlord is entitled to reimbursement of \$20.00 to cover hearing expenses.

Decision

30. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 3: Security deposit to be applied against any monies owed \$1000.00

Analysis

31. 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).

32. The landlord's claim for losses has been successful as per paragraphs 27 and 30 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 annual interest in 2024-2025 is 1%.

Decision

33. Security deposit plus interest to be applied against monies owed succeeds.

Summary of Decision

34. The tenants shall pay to the landlord \$0.00 as follows:

Compensation for damages	\$883.00
Hearing expenses	\$20.00
Less security deposit plus interest	\$1009.98
 Total	 \$0.00

January 29, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office