

Residential Tenancies Tribunal

Application 2025-0055-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:52 p.m. on 10-March-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference. The respondent [REDACTED] (tenant 2), hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenants with the Notice of Hearing documents electronically by email to; [REDACTED] and [REDACTED] on 5-February-2025 (LL#1). Tenant 1 confirmed that both he and tenant 2 received the documents on that date and the landlord submitted proof of delivery (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written month-to-month rental agreement which commenced on 30-August-2022. The tenants vacated the unit on 30-November-2024. Rent was \$1600.00 per month, due on the first day of each month. A security deposit of \$1200.00 was paid on 14-July-2022 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$2770.00
 - Hearing expenses \$30.34
 - Security deposit to be applied against monies owed \$1200.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. 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: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

Item # 1: Compensation for Damages \$2770.00

Relevant Submission

9. The landlord testified that there were damages / losses to the unit, and he is seeking \$2770.00 to cover his cost to repair /replace as needed. The landlord submitted a damages ledger to support the claim (LL#3). See breakdown of damages ledger below:

Damages Ledger 2025-0055-NL		
Damages / losses	Amount	Total
Cleaning	\$800.00	\$800.00
Replace bathroom vanity	\$375.00	\$1,175.00
Replace smaller vanity	\$140.00	\$1,315.00
Plumber	\$150.00	\$1,465.00
Paint kitchen cupboards	\$25.00	\$1,490.00
Repair corner cabinet	\$100.00	\$1,590.00
Plaster and paint walls	\$1,000.00	\$2,590.00
Flooring and baseboards for main bathroom	\$50.00	\$2,640.00
Labor for main bathroon	\$100.00	\$2,740.00
clean shed floor	\$30.00	\$2,770.00

Landlord's and tenant's Positions

10. The landlord testified that there were damages / losses to the unit which cost him \$2770.00 to repair / replace and he is seeking reimbursement for the costs. Tenant 1 disputed most of the claims and the landlord's and the tenant's positions on each item is as follows:

Item # 1: Cleaning (\$800.00) – The landlord testified that the unit required a deep clean which involved cleaning walls, windows, blinds, doors, cupboards, light fixtures and appliances and he is seeking to be reimbursed for the \$800.00 charge. The landlord testified that it took the cleaner 4-5 hours each day for 4-5 days to complete the work and he submitted photographs of the unit to support the claim (LL#4) and a copy of the receipt from [REDACTED] to support the claim (LL#5). Tenant 1 disputed that the unit needed to be cleaned, and he testified that they cleaned the unit before they vacated including all the appliances and he stated that the only thing that they did not clean was the windows.

Item # 2: Replace bathroom vanity (\$375.00) – The landlord testified that the sink portion of the bathroom vanity was damaged with a split through the ceramic, and he stated that the entire unit needed to be replaced. The landlord is seeking \$375.00 to replace the vanity and he stated that the sink cannot be replaced as the vanity and sink came together as a unit. The landlord submitted a photograph of the crack in the sink to support the claim (LL#6) and a copy of a quote from *Kent* to show the cost to purchase a

new vanity (LL#7). Tenant 1 did not dispute that the damage occurred during the tenancy, nor did he dispute the cost to replace the vanity.

Item # 3: Replace smaller vanity (\$140.00) – The landlord testified that the doors to a smaller vanity in the bathroom was also damaged due to water, and he is seeking \$140.00 to replace the vanity. The landlord submitted a photograph of the vanity doors to support the claim (LL#8) and a copy of a quote from *Kent* to show the cost to purchase a new vanity (LL#9). Tenant 1 did not dispute that the damage occurred during the tenancy, nor did he dispute the cost to replace the vanity.

Item # 4: Plumber (\$150.00) - The landlord testified that he required the services of a plumber to hook up the sinks that needed to be replaced and he is seeking \$150.00 to cover the cost. The landlord submitted a copy of a receipt from [REDACTED] to support the claim (LL#10). Tenant 1 did not dispute that a plumber was required to hook up the sinks, nor did he dispute the cost.

Item # 5: Materials to paint kitchen cupboards (\$25.00) – The landlord testified that the bottom kitchen cupboards had some water damage and some minor nicks to them which needed to be painted, and he is seeking \$25.00 to cover the cost of the paint. The landlord submitted photographs of the kitchen cupboards to support the claim (LL#11). Tenant 1 did not dispute that some of the damage occurred to the bottom cupboards due to water, and he stated that he had a towel rack located there which caused some water damage, however he disputed that they are responsible for the damage to the corner cupboard as it was normal wear and tear from opening and closing the corner door.

Item # 6: Labor to repair kitchen cupboards (\$100.00) - The landlord testified that the bottom kitchen cupboards had damage that required some repair work which involved removing the doors, sanding, and painting and he is seeking \$100.00 for self-labor for approximately 7 hours of work. The landlord submitted photographs of the cupboards to support the claim (LL#11). Tenant 1 did not dispute that it would take 7 hours of self-labor to complete the work, however he disputed that he should be responsible for the total cost of labor as some of the damage was due to normal wear and tear.

Item # 7: Plaster and paint walls (\$1000.00) – The landlord testified that the entire unit needed to be painted with some plaster work, and he is seeking \$1000.00 to cover both the costs of materials needed and his time to complete the work. The landlord submitted photographs of the walls to support the claim (LL#12) and receipts for paint and other materials (LL#13). Tenant 1 did not dispute that there was some damage to the walls and the moldings, however he disputed that any of the damage was deliberate. Tenant 1 stated that some of the damage to the walls was caused due to the T.V. mount and other damage was caused by command hooks.

Item # 8: Flooring and baseboards for main bathroom (\$50.00) – The landlord testified that the flooring and baseboards in the main bathroom were damaged due to water, and he is seeking \$50.00 to cover the cost of a new baseboard and the cost of a sanding block to repair the cushion floor in the bathroom. The landlord submitted a photograph of the molding in the bathroom area to support the claim (LL#14) and a copy of a receipt from *Home Depot* to support the claim (LL#15). Tenant 1 disputed that there was ever a water leak in the bathroom area and stated that sometimes when they were showering, water accidentally leaked out onto the floor.

Item # 9: Labor for main bathroom (\$100.00) – The landlord testified that it took him approximately 8 hours of self-labor to remove the baseboard, pull up the flooring, install a new baseboard and level out the cushion flooring in the bathroom area and he is seeking \$100.00 for his time to complete the work. Tenant 1 disputed that they should be responsible for the landlord's time to make the repairs to the bathroom.

Item # 10: Clean shed floor (\$30.00) - The landlord testified that the shed floor was dirty and full of debris and needed to be swept up and disposed of and he is seeking \$30.00 of his time to complete the work. Tenant 1 disputed that they left any garbage or debris on the shed floor, and he stated that the shed was the last thing they cleaned before vacating the unit.

Analysis

11. 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)*

12. Based on the testimonies of the applicant and tenant 1 and based on the exhibits entered into evidence, each item is analyzed as follows.

Item # 1: Cleaning (\$800.00) – I accept the exhibits entered into evidence by the landlord showing the cleanliness of the unit after the tenants vacated and the amount charged to the landlord by the cleaner. In accordance with Section 9-3 of the Act as stated above, I find that the landlord was able to show some degree of dirt and dust left in the unit especially surrounding the baseboards and the walls, however he failed to show the major areas of the unit such as the interior of the appliances, the bathtub and toilet, the floors and the interior of the cupboards. I find that the landlord failed to show that the tenants were negligent in leaving the unit in a poor state of cleanliness and as tenant 1 disputed the landlord's claim for cleaning, I find that the tenants are not responsible for the full amount sought by the landlord to clean the unit. The question is, how much are the tenants responsible for. Based on the photographs entered into evidence, I find that there was a minimal amount of cleaning required, and as such, I will award the landlord with 2 hours of cleaning at the cleaner's rate of pay. The cleaner spent approximately 25 hours cleaning the unit and she charged \$800.00 in total, thus the hourly rate of the cleaner is approximately \$32.00. I find that the tenants are responsible for 2 hours of cleaning at \$32.00 per hour in the amount of \$64.00.

Item # 2: Replace bathroom vanity (\$375.00) – Tenant 1 did not dispute the landlord's claim to replace the bathroom vanity, nor did he dispute the cost associated with doing so and for those reasons, I find that the tenants are responsible for the cost to replace the bathroom vanity in the amount of \$367.99 as quoted by *Kent*.

Item # 3: Replace smaller vanity (\$140.00) – Tenant 1 did not dispute the landlord's claim to replace the smaller bathroom vanity, nor did he dispute the cost associated with doing so and for those reasons, I find that the tenants are responsible for the cost to replace the smaller bathroom vanity in the amount of \$135.70 as quoted by *Kent*.

Item # 4: Plumber (\$150.00) – Tenant 1 did not dispute the landlord's claim that he needed to retain the services of a plumber, nor did he dispute the plumbers fee to complete the necessary work and for those reasons, I find that the tenants are responsible for the cost of the plumber in the amount of \$150.00.

Item # 5: Materials to paint kitchen cupboards (\$25.00) – I accept the exhibits entered into evidence by the landlord showing that there was water damage to the bottom of the kitchen cupboards and in accordance with Section 9-3 of the Act as stated above, I find that the landlord was able to show that the damage exist, however I find that the landlord failed to show that the tenants were negligent in causing all the damage

to the cupboards. Tenant 1 did not dispute that they are responsible for the areas affected by water however he disputed that he caused the damage located next to the corner cupboard where the door closes, and I agree with him that water did not cause that damage. I accept that the damage is indicative of a corner cupboard door with the head of screws leaving marks on the surface of the cupboard when closed. The landlord failed to show the cost of the paint to repair the cupboards, however I find that it is not unreasonable to expect that a quart of paint would cost \$25.00, and I find that the tenants are responsible for $\frac{3}{4}$ of the damage to the bottom of the cupboards. I find that the tenants are responsible for the cost of the paint to repair the damage to the bottom of the kitchen cupboards in the amount of \$18.75.

Item # 6: Labor to repair kitchen cupboards (\$100.00) – Based on my findings in item # 5 above, I find that the tenants are responsible for $\frac{3}{4}$ of the cost of self-labor to repair the bottom of the kitchen cupboards. The landlord testified that it took him approximately 7 hours to complete the work and he is seeking \$100.00 for his time. I find that the tenants are responsible for $\frac{3}{4}$ of the landlord's time in the amount of \$75.00.

Item # 7: Plaster and paint walls (\$1000.00) – I accept the exhibits entered into evidence by the landlord showing the state of the walls and the baseboards in the unit and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlord was able to show that the damage exists and he was able to show that the tenants were negligent in causing the damage. I asked the landlord when the last time the unit was painted, and he responded that the unit was freshly painted prior to the tenancy in 2022. In accordance with Section 9-5 of the *Residential Tenancies Policy: Depreciation and life expectancy of property*, interior paint has a 15-year life span and as the paint was just 2 years old, I find that there is approximately 87% of the paints life cycle remaining. The landlord submitted receipts to show the cost of paint and other supplies, and he is seeking the remainder for his time to plaster and paint the entire unit. Review of the receipts and the amount sought for labor exceeds the \$1000.00 sought by the landlord, thus 87% of the \$1000.00 sought will be awarded to the landlord. I find that the tenants are responsible for the cost to plaster and paint the unit in the amount of \$870.00.

Item # 8: Flooring and baseboards for main bathroom (\$50.00) – I accept the exhibits entered into evidence by the landlord showing that the baseboard in the main bathroom needed to be replaced and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlord was able to show that the damage exist, and the landlord was able to show that the tenants were negligent in causing the damage to the baseboard. The landlord failed to show the damage to the cushion flooring, however if the water damaged the molding, then it likely caused damage to the cushion flooring as well. The landlord failed to show the cost to replace the baseboard, however he could show that the sander block costs \$6.61. I accept that it is not unreasonable to expect that a piece of baseboard would cost roughly \$20.00 and for that reason, I find that the tenants are responsible for the cost of a piece of baseboard and a sand block in the amount of \$26.61.

Item # 9: Labor for main bathroom (\$100.00) – Based on my findings in item # 8 above, I find that the tenants are responsible for the cost of self-labor to replace the baseboard and fix the cushion flooring. The landlord testified that it took him approximately 8 hours to remove the baseboard, pull up the flooring, install a new baseboard and level out the cushion flooring in the bathroom area. Based on the self-labor rate of \$23.60, it is not unreasonable to award the landlord \$100.00 for his time to complete the work. I find that the tenants are responsible for the cost of self-labor to replace the baseboard and fix the cushion flooring in the main bathroom in the amount of \$100.00.

Item # 10: Clean shed floor (\$30.00) – Tenant 1 disputed that he left any dirt or debris on the shed floor and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlord failed to show that the dirt or debris existed, and he failed to show that the tenants were negligent in leaving the dirt. For those reasons, I find that the tenants are not responsible for the cost to clean the shed floor.

Decision

13. The landlord's claim for *compensation for damages* succeeds in the amount of \$1808.05

Issue # 2: Hearing expenses \$30.34

14. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and he also incurred the cost of a USB drive to prepare for the hearing and he submitted a copy of the receipts to support the claim (LL#16). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs and the costs incurred in the preparation for a hearing, such as the purchase of USB drives may also be claimable costs. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

15. The landlord's claim for *hearing expenses* succeeds in the amount of \$30.34.

Issue # 3: Security deposit applied against monies owed \$1200.00

Analysis

16. 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).*

17. The landlord's claim for losses has been successful as per paragraphs 13, and 15, and as such 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 rate for 2022-2023 was 0% and is currently 1% for 2024-2025.

Decision

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

Summary of Decision

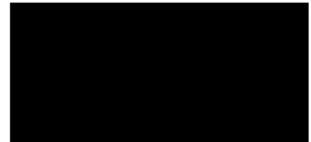
19. The tenants shall pay the landlord \$624.09 as follows:

Compensation for damages \$1808.05

Hearing expenses 30.34

Less: security deposit & interest.... 1214.30

Total \$624.09



March 25, 2025

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office