

Residential Tenancies Tribunal

Application 2025-0129-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 22-April-2025 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Matters

4. The tenant acknowledged they were properly served.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and late fees succeed?
6. Should the landlord's claim for damages succeed?
7. What is the proper disposition of the security deposit?

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 (the *Act*).

Issue 1: Unpaid Rent and Late Fees

9. The landlord claims for \$1130.70 in unpaid rent, representing pro-rated rent for 1-February 2024 to 19-February-2024 inclusive, and \$75.00 in late fees. A rental ledger was provided in support of this (LL#16). She testified she was able to find a new tenant for 20-February-2025.
10. The tenant did not deny owing rent for this period.

11. The correct formula for determining a daily rate is found by multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$1725/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$56.71/\text{day}$. Multiplying this by 19 yields a total rent owing of \$1077.53.
12. S. 15 of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate of late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As rent has been owing for more than 35 days, the maximum late fee of \$75.00 applies.

Issue 2: Damages

13. The landlord claims \$4560.66 in compensation for damages, divided amongst 9 items. This list includes the unpaid rent and late fees which have already been dealt with above, leaving 7 items totaling \$3355.49. Each item will be dealt with separately below.
14. In accordance with the Residential Tenancies Program Policy and Procedure Guide policy 09-003, a landlord who claims for compensation for damages to the rental premises must provide sufficient evidence to establish the nature and extent of any alleged damages, that the damage was caused by the wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence where reasonably possible.
15. The landlord claims \$350.00 for the cost of cleaning the premises. They say the tenant left the premises in an unclean state. LL#8 shows photos of the premises taken on 20-February-2024. The tenant denies the premises were left in an unclean state and provided videos showing the cleaned premises as she left it (T#1-T#4).
16. The tenants' videos show a premises that has been largely cleaned. The landlord's photos show particular places, not shown in the tenant's videos, where there was dirt remaining – for example, underneath large appliances like the stove.
17. The landlord testified that she hired a professional cleaner, who invoiced her for \$350.00. However, this invoice appeared to have been omitted from her list of exhibits. In the absence of such a document, this landlord's claim fails.
18. Next, the landlord claims \$2245.00 for the cost of replacing damaged carpet and \$215.85 for the cleaning of said carpet. The landlord testified that she hoped that cleaning would restore the carpet, but that was not the case. Photos showing the damaged carpet were provided (LL#2). The landlord also provided screenshots of a text message conversation where the tenant stated the carpet damaged was caused by her daughter dropping a hot hair straightener (LL#22). The landlord also alleged there was damage from pets being on the carpet, though the tenant disputes this. A quote was provided showing the cost of replacing the carpet is \$2245.00 (LL#36), and a receipt the cost of the cleaning is \$215.85 (LL#33).

19. I accept that the carpet was damaged, that the damage was caused by a wilful or negligent act of the tenant or a person they allowed on the premises, and that the full cost of repairs is \$2460.85. A landlord has a duty to mitigate costs, which will naturally sometimes be unsuccessful. Attempting to clean the carpet before replacing it was reasonable, so this cost is compensable.
20. Depreciation must be considered. Carpet has a life expectancy of about 10 years. The landlord testified that the carpet is seven years old. To account for depreciation, the cost of repair is multiplied by the remaining expected lifespan divided by the total lifespan of the item. In this case $\$2460.85 \times (3 \text{ years} / 10 \text{ years}) = \738.26 .
21. This portion of the landlord's claim succeeds in the amount of \$738.26.
22. The landlord claims \$1649.81 for the cost of repairing damage to the walls and ceilings of the rental premises. She says this work was done in two parts. The first part cost \$166.81 in materials and \$483.00 in labour. The second part cost \$1000.00, materials and labour included. Evidence of the cost was provided (LL#31, LL#32, and LL#35). The landlord testified that the tenant had used adhesive tape in the premises, which damaged the surface when it was removed. This can be seen in LL#1, LL#5, and LL#6. The landlord also testified that the tenant had performed improper touch-ups (see LL#3 and LL#4) and caused damage with curtain rod brackets (LL#7).
23. The tenant suggested that some or all of these alleged damages may have predated her tenancy. The landlord presented a move in condition report (LL#30) to refute this. The tenant also questioned the contractors chosen for the repairs, but this was purely speculative.
24. I am satisfied that the landlord has demonstrated on a balance of probabilities that the tenant or a person she allowed on the premises caused the damage, the extent of the damage, and the cost of repair. As the Gyproc drywall beneath the paint was damaged, and this material has a lifetime life expectancy, depreciation is not in issue.
25. This portion of the landlord's claim succeeds in the amount of \$1649.81.
26. Finally, the landlord claims \$100.00 in compensation for the cost of pressure washing stains from dog feces and urine from the back patio. She says she did this herself and it took her more than ten hours. The tenant says there may be "one or two" deposits of pet feces on the back patio, but that her animals otherwise did their business elsewhere. LL#9 shows significant amounts of animal leavings in the thawing snow on the patio.
27. I accept that the tenant caused these damages through a wilful or negligent act, and that the landlord has established the extent of the damages. In terms of the cost of repair, self-labour is compensable at a rate of \$8.00/hour + minimum wage, which would have been \$15.60 at the time the work was done. I accept that the work would have taken more than 4.2 hours and thus award the full \$100.00 claimed by the landlord.
28. The landlord's claim for damages succeeds in the amount of \$2488.07.

Issue 3: Security Deposit

29. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case, the security deposit is \$1200.00 and was received on 20-January-2023.
30. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on 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 landlord. The regulations prescribed an interest rate of 0% for 2023 and a simple cumulative interest rate of 1% annual for 2024-2025. Calculated to the date of the hearing, this yields interest totaling \$15.72.

Decision

31. The landlord's claim for unpaid rent succeeds in the amount of \$1077.53.
32. The landlord's claim for late fees succeeds in the amount of \$75.00.
33. The landlord's claim for damages succeeds in the amount of \$2488.07.
34. The landlord may apply the security deposit and interest, valued at \$1215.72, against moneys owed.
35. The landlord seeks hearing expenses in the amount of the \$20.00 application fee and the cost of traveling multiple trips from [REDACTED] to [REDACTED], which she estimates at 12 hours. The tenant submits that this is the cost of doing business and is not compensable. In the present case, I agree. Only the \$20.00 application fee is granted.

Summary of Decision

36. The tenant shall pay to the landlord \$2444.88 as follows:

Unpaid Rent.....	\$1077.53
Late Fees.....	\$75.00
Damages.....	\$2488.07
Hearing Expenses.....	\$20.00
Less Security Deposit....	(\$1215.72)
Total.....	\$2444.88

25-July-2025
Date

[REDACTED]
Seren Cahill
Residential Tenancies Office