

Residential Tenancies Tribunal

Application 2025-0135-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 18-March-2025.
2. The applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as “the landlords” attended by teleconference.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenants electronically via text message on 5-March-2025 (LL#1). The tenants confirmed receipt of the documents on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a term rental agreement which commenced on 1-January-2024, which rolled over to a month-to-month tenancy on 1-January-2025. The tenants vacated the unit on 1-February-2025. Rent was \$1000.00 per month, due on the 1st day of each month. A security deposit of \$750.00 was paid on 15-December-2023 and is in the landlord's possession.

Issues before the Tribunal

6. The landlords are seeking:
 - Rent paid \$1000.00
 - Applicable late fees paid
 - Compensation paid for damages \$3966.83
 - Compensation paid for inconveniences \$1908.00
 - Other (missing items) \$127.37
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$750.00

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit, Section 15: Fee for failure to pay rent and Section 18: Notice of termination of rental agreement. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees, Section 7-6: Premises uninhabitable, 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.

Issue # 1: Rent Paid \$1000.00

Relevant submission

9. The landlords testified that rent is outstanding in the amount of \$1000.00 and they submitted a copy of a rental ledger to support the claim (LL#2). See breakdown of rental ledger below:

| | | | | |
|-----------|---------------|---------|---------|---------|
| 1-Nov-24 | November rent | \$1,000 | \$1,000 | \$0.00 |
| 29-Nov-24 | December rent | \$1,000 | \$1,000 | \$0.00 |
| 27-Dec-24 | January rent | \$1,000 | \$1,000 | \$0.00 |
| | February rent | \$1,000 | \$0 | \$1,000 |

Landlord's Position

10. The landlords testified that the tenants gave notice on the 18-January-2025 that they would be vacating the unit at the end of the month and landlord 1 stated that they are seeking rent to be paid in full for the month of February as the tenants did not provide a proper 1 months' notice.

Tenant's Position

11. The tenants disputed that they are responsible for rent for the month of February and tenant 1 stated that the property was uninhabitable due to a mold / mildew problem, and she stated that they were forced to vacate the unit with short notice for health reasons.

Analysis

12. Section 7-6 of the *Residential Tenancies Policy* states that where a landlord fails to keep the premises fit for habitation, a tenant(s) may issue a notice of termination with immediate effect. The *Policy* also states that a rental premises may be considered uninhabitable when any of the following occurs:
 - *The landlord has not complied with the laws respecting health, safety or housing applicable to rental premises;*
 - *An authoritative body (municipal government) orders that the premises be shut down for safety purposes;*
 - *The landlord or the tenant causes utilities such as electrical power or water to be disconnected;*

- *Premises become flooded or a sewage system backs-up causing the premises to become uninhabitable.*

13. I accept that there was a mold / mildew issue within the unit, however I find that the tenants did not take the proper course of action to rectify the problem. I asked the tenants if they ever gave the landlords written notice to carry out the necessary repairs to avoid the buildup of mold and tenant 1 responded that they had verbal conversations with the landlords about the issues in the unit. I asked the landlords if they were aware of the issue, and they testified that it was never brought to their attention and the landlords disputed ever receiving any verbal notices from the tenants with regards to the mold in the unit.
14. In accordance with Section 7-6 of the *Policy* as stated above, I find that the landlords were not able to comply with laws respecting health, safety or housing as they were never made aware of the mold / mildew issue within the unit, and I find that an authoritative body never issued an order to shut down the premises due to uninhabitability. For those reasons, I find that the tenants did not have a right to give a termination notice with cause under Section 21 of the *Act* (notice where premises uninhabitable).
15. The tenants were required to give a standard termination notice as per Section 18 of the *Residential Tenancies Act*, which states that a tenant(s) shall give the landlord(s) notice that the rental agreement is terminated, and the tenants intend to vacate the residential premises not less than one month before the end of the rental period where the residential premises is rented from month to month.
16. I asked the landlords if they made any attempt to mitigate their losses and try to re-rent the unit for February and landlord 1 responded that the unit was not ready to be re-rented in February due to damages.
17. I find that the tenants gave an improper termination notice on 18-January-2025 and as such, they are responsible for rent for the month of February in the amount of \$1000.00.

Decision

18. The landlord's claim for *rent paid* succeeds in the amount of \$1000.00.

Issue # 2: Applicable late Fees

Landlord's and tenant's Positions

19. The landlords testified that they are seeking the applicable late fees for the month of February and the tenants disputed that late fees are due.

Analysis

20. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) 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.

21. *Residential Tenancies Policy 12-1; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF* states:

Late payment fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

22. Based on the decision that rent is due for the month of February as per paragraph 18 as stated above, I find that the tenants are responsible for the applicable late fee charges. In accordance with Section 15 of the *Act* and Sec 12-1 of the *Policy* as stated above, I find that the tenants are responsible for the maximum allowable late payment fee of \$75.00.

Decision

23. The landlord's claim for *late fees paid* succeeds in the amount of \$75.00.

Issue # 3: Compensation for Damages \$3966.83Relevant Submission

24. The landlords testified that there were damages / losses to the unit when the tenants vacated, and they are seeking \$3966.83 for the losses. The landlords submitted a damages ledger to support the claim (LL#3). See copy of damages ledger below:

| | | |
|----|---|----------|
| 1 | Cracked faucet | \$60 |
| 2 | Water damaged kitchen 6ft 3in | \$200 |
| 3 | Water damaged kitchen cabinets | \$1,500 |
| 4 | Water damaged subfloor and wall | \$160.03 |
| 5 | Damaged wood on kitchen and living room ledge | \$32 |
| 6 | Damaged living room, hallway & bedroom flooring | \$718.05 |
| 7 | Damaged bathroom door | \$120 |
| 8 | Water damaged crown moulding in bathroom | \$45.77 |
| 9 | Damage to wall behind toilet | \$27.87 |
| 10 | Cat urine stained bathroom vanity | \$135 |
| 11 | Broken towel rack | \$32 |
| 12 | Damage to framing around bedroom door | \$20 |
| 13 | Missing closet door knob | \$11.84 |
| 14 | Railing broke on stairs | \$4 |
| 15 | Broken dehumidifier | \$400 |
| 16 | Broken portable washer | \$500 |

Landlord's and Tenant's Positions

25. The landlords testified that there were damages / losses to the unit as listed above and the tenants disputed most of the claims. The landlord's and the tenant's positions on each item are as follows:

Item # 1: Cracked faucet (\$60.00) – The landlords testified that the kitchen faucet had a crack in it which sprayed water everywhere and landlord 1 testified that they were never made aware of the problem which led to water damage underneath the sink area. Landlord 2 stated that he inspected the unit on 23-January at which time he found a puddle of water underneath the sink area. The landlords are seeking \$60.00 for the cost to replace the faucet, and they submitted a photograph of the damaged faucet to support the claim (LL#4) and a copy of a receipt from *Amazon* to show the cost to replace the faucet (LL#5). The tenants disputed ever noticing a crack in the faucet, and tenant 2 stated that the faucet had a rusty spot on the nozzle area which he reported to the landlords during the summer. The tenants also disputed that there was a puddle of water underneath the sink area when the landlord inspected the unit.

Item # 2: Water damage in kitchen 6 ft 3 in (\$200.00) – The landlords testified that there was water damage to roughly 6'3" of the kitchen countertop due to water leaking from the portable washer hose and the damaged faucet. The landlords are seeking \$200.00 for the cost to replace the countertop, and they submitted a photograph of the damaged countertop to support the claim (LL#6) and a copy of a quote from *Home Depot* to show the cost to replace the countertop (LL#7). The tenants disputed that the water hose or the faucet had been spraying water that would have resulted in damage to the countertop.

Item # 3: Water damage kitchen cupboards (\$1500.00) - The landlords testified that there was water damage to the lower base of the kitchen cupboards as a result of water flowing down underneath the countertop which caused black mold to form. The landlords stated that they were able to salvage the cupboard doors and drawers, and they are seeking \$1500.00 for the cost to replace the remainder of the lower base of the kitchen cupboards. The landlords submitted a photograph of the damaged cupboards to support the claim (LL#8) and a copy of a quote to show the cost to replace the base of the cupboards (LL#9). The tenants disputed that there was any water damage to the kitchen cupboards and tenant 1 stated that there was a minor water leak which was brought to the landlord's attention during the summer months, and they failed to deal with the issue. Tenant 2 also testified that they had informed the landlords of mold present in the cupboard area.

Item # 4: Water damage to subfloor and wall (\$160.03) – The landlords testified that when they removed the base of the cupboards, it was evident that there was water damage to the kitchen subfloor and a portion of the drywall which was covered in black mold. The landlords are seeking \$160.03 for the cost to replace a portion of the subfloor and a section of the drywall in the kitchen area. The landlords submitted a photograph of the damaged area to support the claim (LL#10) and a copy of a receipt from *Bennett's Home Hardware* to show the cost to replace the subfloor and drywall (LL#11). The tenants disputed that they were ever aware of any water damage to the subfloor or the wall as those were areas they could not see, and they disputed that they should be responsible for any damages due to a minor water leak, which they state was reported to the landlords.

Item # 5: Damaged wood on kitchen and living room ledge (\$32.00) - The landlords testified that there was damage to a wooden ledge located in the kitchen area and another one in the living room area caused by the tenant's cat. The landlords are seeking \$32.00 for the cost to replace the wooden ledges, and they submitted a photograph of the damaged area to support the claim (LL#12) and a quote from *Home Depot* to show the cost to replace the ledges (LL#13). The tenants did not dispute that there may be a few scratches on the ledges due to the cat, however tenant 1 stated that the damage wasn't too bad.

Item # 6: Damaged living room, hallway & bedroom flooring (\$718.05) – The landlords testified that there was damage to the living room, hallway and bedroom flooring which ranged from minor scratches and water damage to major scratches and chunks of flooring missing and landlord 1 stated that the entire flooring needed to be replaced. The landlords are seeking \$718.05 for the cost of materials to replace the flooring, and they submitted a photograph of the damaged flooring to support the claim (LL#14) and a copy of the receipts from *Kent* to show the cost to replace the flooring (LL#15). The tenants did not dispute that they caused damage to the bedroom flooring, however they disputed that they caused damage to the living room and hall area flooring.

Item # 7: Damaged bathroom door (\$120.00) – The landlords testified that the door to the bathroom was damaged and needed to be replaced. The landlords are seeking \$120.00 for the cost to replace the door, and they submitted a photograph of the damaged door to support the claim (LL#16) and a copy of a quote from *Home Depot* to show the cost to replace the bathroom door (LL#17). The tenants disputed that they caused damage to the bathroom door and tenant 1 stated that she has no recollection of seeing any damage to the bathroom door.

Item # 8: Water damaged crown molding in bathroom (\$45.77) – The landlords testified that there was water damage to the crown molding surrounding a window in the shower area of the bathroom and they are seeking \$45.77 to replace the molding. The landlords submitted a photograph of the damaged molding to support the claim (LL#18) and a copy of a quote from *Home Depot* to show the cost to replace the molding (LL#19). The tenants did not dispute that there was mold damage to the molding, however they disputed that they are responsible for the damage as there was no fan or ventilation in the bathroom area.

Item # 9: Damage to wall behind toilet (\$27.87) – The landlords testified that there was damage to the wall located directly behind the toilet which created a major hole in the wall area, which needed to be repaired, and they are seeking \$27.87 for the cost of materials to repair the wall. The landlords submitted a photograph of the damaged area to support the claim (LL#20) and a copy of a receipt from *Kent* to show the cost to replace the drywall (LL#21). The tenants did not dispute that there was damage to the wall in the bathroom, however they disputed that they are responsible for the damage as tenant 1 stated that the drywall deteriorated due to a buildup of moisture in the bathroom area and possibly water from the shower area when the shower curtain wasn't completely closed.

Item # 10: Cat urine-stained bathroom vanity (\$135.00) – The landlords testified that the vanity in the bathroom was destroyed due to cat urine present on the side of it and the vanity had to be replaced, and they are seeking \$135.00 for the cost to replace the bathroom vanity. The landlords submitted a photograph of the vanity to support the claim (LL#22) and a quote from *Kent* to show the cost to replace the vanity (LL#23). The tenants did not dispute that they are responsible for the damage to the bathroom vanity.

Item # 11: Broken towel rack (\$32.00) – The landlords testified that the towel rack located in the bathroom was broken and needed to be replaced, and they are seeking \$32.00 for the cost of a new towel rack. The landlords submitted a copy of a receipt from *Amazon* to show the cost to replace the towel rack (LL#24). The tenants did not dispute that there was damage to the towel rack, however they disputed that they are responsible for the damage as the towel rack fell off the wall as soon as they moved in and tenant 1 testified that they made the landlords aware of it when it occurred.

Item # 12: Damage to framing around bedroom door (\$20.00) – The landlords testified that the framing around the bedroom door was damaged and needed to be

repaired, and they are seeking \$20.00 for the cost of materials to fix the framing. The landlords submitted a photograph of the damaged door frame to support the claim (LL#25) and a copy of a receipt from *Kent* to show the cost to replace the framing (LL#26). The tenants disputed that they caused any damage to the door frame and tenant 1 stated that the damage had occurred prior to them moving in and she also stated that she made the landlords aware of the damage to the framing at that time and the landlords had told them that the door frame had been damaged by the previous tenant.

Item # 13: Missing closet doorknob (\$11.84) – The landlords testified that the doorknob from one of the closet doors was missing and they are seeking \$11.84 to replace the doorknob. The landlords submitted a video of the unit taken prior to the tenants taking possession which shows the doorknob present (LL#27) and a photograph of the door after the tenants vacated the unit showing the doorknob missing (LL#28). The tenants disputed that there ever was a doorknob on the closet door.

Item # 14: Railing broke on stairs (\$4.00) – The landlords testified that the railing on the stairs was loose, and they are seeking \$4.00 to cover the cost of missing screws. The tenants disputed that they caused any damage to the railing.

Item # 15: Broken dehumidifier (\$400.00) – The landlords testified that the dehumidifier got burned out by the tenants due to misuse and neglect. Landlord 1 stated that the filter was completely black, and they are seeking \$400.00 to replace the dehumidifier. The landlords submitted a photograph of the filter from the dehumidifier to support the claim (LL#29) and a copy of a quote from *Home Hardware* to show the cost to replace the dehumidifier (LL#30). The tenants disputed that they caused any damage to the dehumidifier and tenant 1 stated that they used it regularly and it had to work hard due to the high level of moisture present in the unit. Landlord 1 testified that the dehumidifier was always working properly, and they constantly cleaned the filter except for the last 2 weeks when they were extremely busy getting ready to move.

Item # 16: Broken portable washer (\$500.00) - The landlords testified that the tenants broke the portable washer, and they are seeking \$500.00 to replace the washer. Landlord 1 stated that both the hose and the door were damaged on the washer, and it needed to be replaced. The landlords submitted photographs of the washer to support the claim (LL#31) and a copy of a quote from *Amazon* to show the cost to replace the portable washer (LL#32). The tenants disputed that they caused any damage to the portable washer and tenant 1 stated that they were using the washer right up to the day before they vacated the unit, and she stated that the washer would not work if the door did not close properly. As for the hose, tenant 1 did not dispute that they caused the damage to the hose, however she stated that the black tape covering the hose worked well and the washer was working properly.

Analysis

26. 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)*

27. Based on the testimony of the landlords and the tenants and based on the exhibits entered into evidence, each item is analyzed as follows:

Item # 1: Cracked faucet (\$60.00) – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that there was a crack in the faucet and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I asked the landlords the age of the faucet and landlord 1 stated that the faucet was 2 years old. I asked the landlords if the tenants had ever made them aware of the rust spot or pinhole in the faucet and landlord 2 responded that they never mentioned anything to them. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, faucets have a life span of 15 years and as the faucet was 2 years old, there is approximately 87% of the faucets life cycle remaining. The landlords were able to show the cost to replace the faucet and as such, I find that the tenants are responsible for the cost to replace the faucet in the amount of \$50.01 ($\$57.48 \times 87\%$).

Item # 2: Water damage in kitchen 6 ft 3 in (\$200.00) – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show the water absorbed in the countertop and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I asked the landlords the age of the countertop and landlord 1 stated that the countertop was 2 years old. I asked the tenants if they noticed a bubble in the countertop or any type of water damage and tenant 1 responded that they did not. I accept the photographs of the damaged countertop showing the absorption of a lot of water. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, countertops should last a lifetime. The landlords were able to show the cost to replace the countertop and as such, I find that the tenants are responsible for the cost to replace the countertop in the amount of \$193.20.

Item # 3: Water damage kitchen cupboards (\$1500.00) - Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I asked the landlords if the tenants ever made them aware of the mold problem and they both responded that they never did. I accept the landlord's testimony that they were unaware of the mold problem as most landlords would deal with that sort of issue before it got out of hand. I asked the landlords the age of the cupboards and landlord 1 stated that the cupboards were 2 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, kitchen cupboards have a life span of 50 years and as the cupboards are 2 years old, there is approximately 96% of the cupboards life cycle remaining. The landlords were able to show the cost to replace the lower base of the cupboards and as such, I find that the tenants are responsible for the cost to replace the kitchen cupboards in the amount of \$1440.00 ($\$1500.00 \times 96\%$).

Item # 4: Water damage to subfloor and wall (\$160.03) – I accept the tenant's testimony that they were unaware of the issue under the flooring and the hidden wall, however tenants have a responsibility to inform landlords in writing of any water leaks / floods whether they consider them to be minor or not. Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the damage existed, and they were able to show that the tenants were negligent in causing the damage. The landlords were able to show the cost to replace the subfloor and the drywall and as such, I find that the tenants are responsible for the cost to replace the subfloor and the drywall in the amount of \$154.07.

Item # 5: Damaged wood on kitchen and living room ledge (\$32.00) - Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show the scratch marks on the ledges

and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I do not accept the tenant's testimony that the damage was not too bad. The landlords were able to show the cost to replace the wooden ledges and as such, I find that the tenants are responsible for the cost to replace the wooden ledges in the amount of \$32.00.

Item # 6: Damaged living room, hallway & bedroom flooring (\$718.05) – Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show the floor scratches and dents and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I do not accept the tenant's testimony that there was only damage to the bedroom floor. I asked the landlords the age of the flooring and landlord 1 responded that the flooring was 3 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, laminate flooring has a life span of 25 years and as the flooring was 3 years old, there is approximately 88% of the floorings life cycle remaining. The landlords were able to show the cost to replace the flooring and as such, I find that the tenants are responsible for the cost to replace the flooring in the amount of \$631.88 ($\$718.05 \times 88\%$).

Item # 7: Damaged bathroom door (\$120.00) – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show a portion of the door spit from the remainder of the door and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I do not accept the tenant's testimony that the bathroom door was not damaged. I asked the landlords the age of the bathroom door and landlord 1 responded that the door was 3 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, interior doors have a life span of 25 years and as the bathroom door was 3 years old, there is approximately 88% of the doors life cycle remaining. The landlords were able to show the cost to replace the bathroom door and as such, I find that the tenants are responsible for the cost to replace the bathroom door in the amount of \$98.16 ($\$111.55 \times 88\%$).

Item # 8: Water damaged crown molding in bathroom (\$45.77) – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the molding was destroyed due to water and mold and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I accept the tenant's testimony that there wasn't a fan or ventilation in the bathroom area and the crown molding was in an area where it was susceptible to water, however there was a window in the bathroom area and the tenants had an obligation to inform the landlords of the condition of the molding and provide them with an opportunity to rectify the problem. The landlords were able to show the cost to replace the molding and as such, I find that the tenants are responsible for the cost to replace the crown molding in the bathroom in the amount of \$42.53.

Item # 9: Damage to wall behind toilet (\$27.87) - Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show the hole in the wall and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I accept the tenant's testimony that there was moisture in the bathroom which most likely contributed to the damage to the wall, however the tenants had an obligation to inform the landlords of the condition of the drywall behind the toilet and provide them with an opportunity to rectify the problem. The landlords were able to show the cost to replace

the drywall and as such, I find that the tenants are responsible for the cost to replace the drywall behind the toilet in the amount of \$27.87.

Item # 10: Cat urine-stained bathroom vanity (\$135.00) – As the tenants did not dispute that they were responsible for the damage to the bathroom vanity, I find that the tenants are responsible to cover the cost to replace the vanity in the amount of \$135.00.

Item # 11: Broken towel rack (\$32.00) - Based on the testimony of both the landlords and the tenants, I accept that the towel rack was broken, however I find that the landlords failed to show that the tenants were negligent in causing the damage. For that reason, I find that the tenants are not responsible for the cost to replace the towel rack.

Item # 12: Damage to framing around bedroom door (\$20.00) – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the damage existed, however the landlords failed to show that the tenants were negligent in causing the damage to the door framing. Landlord 1 did not dispute that there had previously been damage to the door frame caused by a previous tenant. I find that the tenants are not responsible for the cost to replace the bedroom door framing.

Item # 13: Missing closet doorknob (\$11.84) – Based on the before video and the photograph entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the doorknob was missing, and they were able to show that the tenants were negligent in causing the damage. The landlords failed to show the cost to replace the doorknob, however research shows that a bi-fold doorknob costs \$16.89 (research taken from www.kent.ca) and as such, I find that the tenants are responsible for the cost to replace the doorknob in the amount of \$11.84 as sought by the landlords.

Item # 14: Railing broke on stairs (\$4.00) – In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords failed to show that that the damage existed, and they failed to show that the tenants were negligent in causing the damage. The landlords failed to show the cost of the screws and for those reasons, I find that the tenants are not responsible for the cost of the missing screws to the railing.

Item # 15: Broken dehumidifier (\$400.00) – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the filter was in need of replacement and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I asked the landlords if it was possible that the dehumidifier burned out because it was not powered enough for the space and landlord 1 responded that it was registered to work in a 2200 sq feet area and the unit was just 600 sq feet. I asked the landlords the age of the dehumidifier and landlord 1 responded that the dehumidifier was 1 year old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, dehumidifiers have a life span of 8 years and as the dehumidifier was only 1 year old, it has a life cycle of 87.5% remaining. The landlords were able to show the cost to replace the dehumidifier and as such, I find that the tenants are responsible for the cost to replace the dehumidifier in the amount of \$400.00 as sought by the landlords.

Item # 16: Broken portable washer (\$500.00) - Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that

the landlords were able to show that the washer door was broken and that the hose was taped up and that the damage existed, and they were able to show that the tenants were negligent in causing the damage. I asked the landlords the age of the washer and landlord 1 responded that the portable washer was 1 year old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, portable washers have a life span of 10 years and as the washer was 1 year old, it has a life cycle of 90% remaining. The landlords were able to show the cost to replace the portable washer and as such, I find that the tenants are responsible for the cost to replace the portable washer in the amount of \$362.24 ($\$402.49 \times 90\%$).

Decision

28. The landlord's claim for *compensation for damages* succeeds in the amount of \$3578.80.

Issue # 4: Compensation paid for Inconveniences \$1908.00

Relevant Submission

29. The landlords testified that they were inconvenienced with the cost of self-labor, cleaning fees and the disposal of garbage in the amount of \$1908.00. The landlords submitted an inconveniences ledger to support the claim (LL#33). See copy of inconveniences ledger below:

| Item # | Description of Inconveniences | Compensation Claimed |
|--------|--|----------------------|
| E.g. | 2 Nights at hotel to allow fumigation of apartment | \$ 450.00 |
| 1 | Labour for flooring | \$900 |
| 2 | Labour for subfloor/wall & countertop | \$700 |
| 3 | Cleaning fee | \$228 |
| 4 | Dump run | \$80 |

Landlord's and Tenant's Positions

30. The landlords testified that they were inconvenienced with their time to make the necessary repairs, clean the unit and make a dump run to dispose of garbage and they are seeking \$1908.00 to cover their cost. The tenants disputed the landlord's claims for inconveniences and both the landlord's and the tenant's position on each item is as follows:

Item # 1: Labor for flooring (\$900.00) - The landlords testified that it took 2 days to remove the damaged flooring and to lay the new flooring and they are seeking \$900.00 to cover the cost of self-labor to complete the work. The tenants disputed that they caused any damage to the flooring except for the bedroom flooring and should only be responsible for a portion of the cost associated with replacing the flooring.

Item # 2: Labor for subfloor, wall and counter (\$700.00) – The landlords testified that it took 5 hours to remove the damaged subfloor and drywall and to replace it with new material and they are seeking \$600.00 to cover the cost of self-labor to complete the work. The landlords are also seeking to be reimbursed \$100.00 for the cost to cut a hole in the countertop. The tenants disputed that they caused any damage to the flooring, wall or counter and should not be held responsible for the cost of labor.

Item # 3: Cleaning fee (\$228.00) – The landlords testified that it took 10 hours to clean the unit after the tenants vacated and they are seeking \$228.00 to cover their time to complete the work. The tenants did not dispute that there was a mold / mildew problem in the unit, however they disputed that they left the unit dirty and tenant 1 stated that they spent 5 hours cleaning the unit prior to vacating and she stated that they should not be responsible for cleaning the mold which would immediately grow back as soon as they attempted to remove it.

Item # 4: Dump run (\$80.00) - The landlords testified that they had to bring all the garbage and materials from the renovations to the landfill and it cost \$80.00 to hire a local person who regularly does dump runs. The tenants disputed that they left anything behind that would need to go to the landfill and tenant 1 stated that they should not be responsible for the disposal of any damaged materials due to the mold / mildew problem within the unit.

Analysis

31. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

32. In accordance with Section 47 of the *Act* as stated above, an *Order* can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their inconveniences. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. I find that the items listed on the landlord's *inconveniences ledger* should have been listed as damages / losses to the landlords and shall be analyzed as such. Each item is analyzed as follows:

Item # 1: Labor for flooring (\$900.00) – The landlord's claim for new flooring has been successful as per item # 6 in paragraph 27 above and as such, I find that the tenants are responsible for the cost of labor to remove the damaged flooring and to lay the new flooring. I accept the landlord's testimony that it took approximately 20 hours over a 2-day period to complete the work. The allowable rate of self-labor is currently \$23.60 per hour and as such, I find that the tenants are responsible for the cost of labor for flooring in the amount of \$472.00.

Item # 2: Labor for subfloor, wall and counter (\$700.00) – The landlord's claim for a new subfloor, drywall and countertop has been successful as per items # 2 & 4 in paragraph 27 above and as such, I find that the tenants are responsible for the cost of labor to remove the damaged subfloor, remove the damaged drywall and to remove the countertop and replace all items with new materials. I accept the landlord's testimony that it took approximately 5 hours to complete the work, and it cost \$100.00 to have the countertop hole cut. The allowable rate of self-labor is currently \$23.60 per hour and as such, I find that the tenants are responsible for the cost of labor for the subfloor, wall and counter in the amount of \$218.00.

Item # 3: Cleaning fee (\$228.00) – I accept the landlord's testimony that it took approximately 10 hours to clean the unit given the amount of mold present in the unit.

The allowable rate of self-labor is currently \$23.60 per hour and as such, I find that the tenants are responsible for the cost of cleaning in the amount of \$228.00 as sought by the landlords.

Item # 4: Dump run (\$80.00) - I accept the landlord's testimony that they had to bring all the damaged items to the landfill, and it is reasonable to expect that it would cost \$80.00 to do so. I find that the tenants are responsible for the cost of a dump run in the amount of \$80.00.

Decision

33. The landlord's claim for *compensation for inconveniences / losses* succeeds in the amount of \$998.00.

Issue # 5: Other \$127.37

Relevant Submission

34. The landlords testified that once the tenancy ended, they noticed that 3 items from the unit were missing, and they are seeking \$127.37 to cover the cost to replace the missing items. The landlords submitted a list of the missing items (LL#35).

Missing items:

- Fire extinguisher \$37.37

- Key to front door \$60

- Garbage bucket \$30

Total \$127.37

Landlord's and Tenant's Positions

35. The landlords testified that the fire extinguisher, the key to the front door and a garbage bucket were all missing from the unit, and they are seeking the cost to replace the items. The tenants did not dispute taking the garbage bucket by accident, however they disputed that there was a fire extinguisher in the unit when they moved in and tenant 1 stated that they left the key to the front door in the unit.

Analysis

36. Each item is analyzed as follows:

Item # 1: Fire extinguisher (\$37.37) – The tenants disputed that there was ever a fire extinguisher in the unit and as the landlords failed to show that there was a fire extinguisher in the unit, I find that the tenants are not responsible for the cost of a fire extinguisher.

Item # 2: Key to front door (\$60.00) – I find that the cost to replace keys to rental units falls under "*the cost of doing business*" and as such, I find that the tenants are not responsible for the cost to replace the key to the front door.

Item # 3: Garbage bucket (\$30.00) – The tenants did not dispute that they took the garbage container from the bathroom by mistake, nor did they dispute the landlords claim for the cost to replace the bucket. I find that the tenants are responsible for the cost to replace the garbage container in the amount of \$30.00.

Decision

37. The landlord's claim for "Other" succeeds in the amount of \$30.00.

Issue # 6: Hearing expenses \$20.00

38. The landlords paid an application fee of \$20.00 to *Residential Tenancies* and they submitted a copy of the receipt to support the claim (LL#36). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs and as the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 7: Security deposit applied against monies owed \$750.00

Analysis

40. 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).*

41. The landlord's claim for losses has been successful as per paragraphs 18, 23, 28, 33, 37 and 39 above, 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 2024-2025 is currently 1%.

Decision

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

Summary of Decision

43. The tenants shall pay the landlords \$4942.70 as follows:

| | |
|--|-----------|
| Rent paid | \$1000.00 |
| Late fees | 75.00 |
| Compensation for damages | 3578.80 |
| Compensation for Inconveniences | 998.00 |
| Other | 30.00 |
| Hearing expenses | 20.00 |
| Less: security deposit & interest..... | 759.10 |
| Total | \$4942.70 |

April 15, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office