

Residential Tenancies Tribunal

Application 2025-0155-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing held at 1:46 PM on 19 March 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended. Landlord 2, [REDACTED], did not attend.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended.

Preliminary Matters

4. The landlord supplied an affidavit of service (L#1) with their application stating the tenant was served by e-mail ([REDACTED]) on 22 February 2025 at approximately 11:56 AM. The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018 (the Act)*, this is good service.
5. There was a written monthly rental agreement (L#2) beginning 1 June 2021 which ended 19 January 2025. Rent was set at \$975.00, and due on the 1st of each month. A security deposit of \$600.00 was collected on 31 May 2021 and is still in possession of the landlord.
6. The tenant requested a postponement as she was awaiting contact from the NL Legal Aid Commission. As the tenant had been properly served and the tenant did not make request for postponement in the means identified in *Policy 11-002: Hearings of the Residential Tenancies Program* and any further delay in these proceedings would unfairly disadvantage the landlord, this request was denied and the hearing proceeded.

Issues before the Tribunal

7. The landlords are seeking the following:

- Rent paid
- Compensation for damages in the amount \$585.39
- Utilities paid in the amount \$147.39
- Late Fees in the amount \$75.00
- Security Deposit used against monies owing
- Hearing expenses in the amount \$20.00

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*).
9. Also considered and referred to in this decision are sections 14,15, 24 and 34 of the *Act* as well as Policy 9-003 and 12-01 of the Residential Tenancies Program policies.

Issue 1: Rent paid in the amount \$975.00

Landlord's Position

10. The landlord is seeking rent paid for January 2025 of \$975.00. He testified the tenant was served a Landlord's Notice to Terminate- Early on 6 January 2025 under Section 19 of the *Residential Tenancies Act* in relation to her failure to pay rent for January 2025 with a request for her to vacate by 19 January 2025 (L#3). He stated the tenant vacated the rental premises on 19 January 2025 and had not paid any rent for January 2025.

Tenant's Position

11. The tenant did not dispute she vacated the rental premise after being issued the termination notice by the landlords. She testified she vacated on 19 January 2025 after seeing black mold in her son's bedroom. She stated she informed the landlords of her concerns on 27 November 2024 and requested that repairs be completed. She stated the landlords had contractors attend and complete repairs of the bedroom wall and shingles of the rental premises.
12. The tenant testified she had concerns with the health of her three children and herself remaining in the rental premises and after speaking with 811, they left the rental premises, but their personal belongings remained. She stated rent had been paid in full for December 2024 and did not dispute that she did not pay any rent for January 2025.

Analysis

13. Non-payment of rent is a violation of the rental agreement. The tenant did not dispute she did not pay rent for January 2025. As the landlords ended the tenancy by issuing a termination notice for the tenants to be out by 19 January 2025, rental arrears will be calculated up to and including 19 January 2025. To determine the rental arrears for January 2025, a calculation for daily rent must be used. That calculation is \$975.00 rent per month X 12 Months = \$11700.00 ÷ 365 days = \$32.05 per day. \$32.05 X 19 days = \$608.95.

Decision

14. The landlords claim for rental arrears succeeds in the amount of \$608.95.

Issue 2: Compensation for Damages

15. The landlords claim \$585.39 in damages, divided amongst 7 items. 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 the cost of repairing or replacing items and to establish the extent of the damage.

Item 1- Repair of Walls

16. Along with their application, the landlords supplied a damage ledger (L#4). The first item is in the amount of \$150.00 for the plastering and repair of walls of the rental premises. The landlord testified there were a number of areas of the walls "throughout" the rental which required this work to be completed. Along with their application, the landlords supplied a receipt dated 21 January 2025 of \$150.00 for plastering of damaged walls (L#5).

17. The tenant ceded there were a "few spots" which required to be repaired and did not dispute the amount being claimed by the landlords.

Item 2- Cleaning

18. The landlords are seeking \$150.00 for cleaning of the rental premises after the tenants vacated. Along with their application, the landlords supplied a receipt from Home Cleaning Services for [REDACTED] (L#5) which was identified as a "flat rate" and for cleaning of the kitchen refrigerator and range, bathroom, sweeping and mopping of all floors and cleaning of the living room, dining room, kitchen, bathroom, a bedroom, rec room and laundry room.

19. The landlords testified that the required cleaning was not related to mold in the bedroom of the rental premises. They stated they did have contract workers attend

the rental premises for repairs and the workers did contribute to “some” of the cleaning required.

20. The tenant disputed the amount being sought by the landlords for cleaning after she vacated. She did testify she left a dresser, desk and couch after vacating however attributed the need for clean up being due to having repairs completed.

Item 3- Electrical supplies

21. The landlords are seeking \$19.60 for the costs associated with having to replace broken light plates, some of which had been painted over and had to be replaced. The landlords testified between 20 to 25 electrical plates had to be replaced. Along with their application, the landlords supplied receipts from McLoughlan Supplies Limited dated 23 January 2025 in the amount of \$19.60 (L#5).
22. The tenant testified she had painted while a tenant at the rental premises and did not dispute she had painted over “some” of those. The tenant did cede that the plates had to be replaced. She stated she had mistakenly damaged one plate while moving furniture inside the rental premises.

Items 4 & 5- Closet doors

23. The landlords are seeking \$207.99 in totality to repair the tracks and hardware for two closet folding doors (\$79.47) and replacement of one new folder door (\$128.52) which was damaged during the tenancy of the tenants. Along with their application, the landlords supplied a receipt from Kent Building Supplies for the costs associated with the hardware for the folding door and the cost of a new folding door (L#5). The landlords testified the doors were ten years old.
24. The tenant testified the door in the hallway was still functioning when she vacated the rental premises and the one in the bedroom was never installed on the “hinges”.

Items 6 & 7- Dump trip

25. The landlords are seeking \$32.80 for the costs associated with visitation to the local landfill to dispose of the materials. They are also seeking \$25.00 for the gas required to attend the local land fill. Along with their application, the landlords supplied a receipt from WRWM (i.e. Western Regional Waste Management) of \$32.80 (L#5). There was a receipt dated 20 January 2025 for the amount of \$25.00 and identified as “dump run” (L#5).
26. The landlords testified the tenant left personal belongings which had to be removed and discarded after the tenancy.

27. The tenant ceded that she did leave personal belongings in the rental premises which had to be discarded.

Analysis

28. 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; and
- The value to repair or replace the damaged item(s)

29. Based on the testimony of the landlord's representative and the exhibits entered into evidence, each item is analyzed as follows:

Item 1-Repair of walls

30. While there was no pictorial evidence offered by the landlords in relation to repairs of the walls of the rental premises, the tenant did not dispute there was damages which required repair. Considering the evidence in its totality, I conclude on the balance of probabilities after the tenants left, the walls required repairs.

31. This portion of the landlords claim succeeds in the amount requested of \$150.00.

Item 2- Cleaning

32. There was no pictorial evidence supplied by the landlords along with their application in relation to cleaning the rental premises. As indicated, there was a receipt (L#5). Viewing the evidence and testimonies in totality, I am unable to assess the extent of the tenant's responsibility for having to clean the rental premises. The tenant did testify she left furniture in the rental; however, this should be applied against item 5 of the damages ledger.

33. The landlords have failed to meet the evidentiary onus, and this portion of their claim therefore fails.

Item 3- Electrical supplies

34. This portion of the landlords claim succeeds in the amount requested of \$19.60.

Items 4 & 5- Closet doors

35. There was no pictorial evidence supplied by the landlords along with their application in relation to the closet doors. The landlords testified the closet doors were 10 years

old and were functions at the time the tenancy began. The tenancy started 1 June 2021 as indicated herein. According to the “*Study of Life Expectancy of Home Components*” from the *National Association of Home Builders (2007)*, the life expectancy of an interior closet door is a “lifetime”.

36. Viewing the evidence and testimonies in totality, I am not able to evaluate whether the level of compensation claimed is legitimate. One party indicates one door was damaged at the start of the tenancy, while another stated the door was working appropriately. The landlords have failed to meet the evidentiary onus.

37. This portion of their claim therefore fails.

Items 6 & 7- Dump trip

38. This portion of the landlords claim succeeds in the amount requested of \$57.80.

Decision

39. The landlord’s claim for compensation for damages succeeds in the amount \$227.40 determined as follows:

| | |
|--------------------------|-----------------|
| Repair of Walls..... | \$150.00 |
| Electrical Supplies..... | \$19.60 |
| Dump..... | \$57.80 |
| Total..... | <u>\$227.40</u> |

Issue 3: Utilities paid

Landlords Position

40. The landlords claim \$147.39 for utilities. They testified after the tenant vacated the rental premises on 19 January 2025, the power account was switched over to their name and they are seeking compensation for the utilities payment. They stated the tenant had been issued a termination notice on 6 January 2025 and vacated the rental premises on 19 January 2025. Along with their application, the landlords supplied a Utilities Bill dated 11 February 2025 (L#6).

Tenant’s Position

41. The tenant did not dispute she vacated the rental premises on 19 January 2025 and that prior to her vacating, the utilities bill was in her name and her responsibility. She testified she vacated the rental premises after being issued a termination notice

by the landlords therefore should not be responsible for the utilities payment after she exited.

Analysis

42. The landlord supplied a copy of the rental agreement (L#2) along with their application. Condition 9 of that piece of evidence indicates the utilities are the responsibility of the tenant. The tenant was issued a termination notice by the landlords effectively ending the rental agreement by 19 January 2025. Further review of L#6 reveals the utility calculation is between 19 January 2025 and 1 February 2025 over 13 days. Both parties did not dispute the tenant vacated on 19 January 2025.
43. The landlords issued the tenant a notice to vacate on 19 January 2025, which the tenant complied with. As per paragraphs 13 and 14 herein, it has been determined that the tenant is responsible for rental arrears to 19 January 2025. Correspondingly, the tenant would also be responsible for utilities up to 19 January 2025. As the utilities bill presented was for the period starting 19 January, I determine that the tenant is not responsible for the utilities bill submitted.

Decision

44. The landlord's claim for utilities fails.

Issue 4: Late Fees

45. The landlord claims \$75.00 for late fees. During the hearing, the tenant did not dispute she did not pay rent for January 2025. The landlord's claim for rental arrears succeeds as indicated herein, and rent was last paid in full for December 2024. On the date of the hearing (19 March 2025), rental arrears remain outstanding for January 2025.

Analysis

46. Section 15 of the *Residential Tenancies Act*, 2018 offers clear direction regarding fees for failure to pay rent. As noted in section 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*".

47. The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

- (a) \$5.00 for the first day the rent is in arrears, and
- (b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

48. Rental arrears are owing for 1 -19 January 2025. Calculations based on Section 15 criteria, that would put late fees at \$5.00 for 2 January 2025 and \$34.00 for 3 - 19 January 2025 for a total of \$39.00.

Decision

48. The landlord's claim for late fees succeeds in the amount of \$39.00.

Issue 5: Security Deposit

49. The landlord is seeking to retain the security deposit of \$600.00. The tenant did not dispute she paid a security deposit in this amount on 31 May 2021. As the landlords claim for compensation has partially succeeded, the security deposit, plus applicable interest at the rate prescribed by the *Security Deposit Interest Calculator* shall be applied against the monies owed (\$600.00 + \$7.30) and reveals the landlord shall retain \$607.30.

Issue 6: Hearing expenses

Relevant Submission

50. The landlord claims \$20.00 hearing expenses. Along with the application, the landlords supplied a hearing receipt (L#12).

Analysis

51. In accordance with Section 12-001 of the Residential Tenancies Policy Manual: Costs, the director has the authority to order "*an unsuccessful party to an application to pay the costs to a successful party to an application*". As the landlords were partially successful in their application, hearing expenses will be awarded.

Decision

52. The landlords claim for hearing expense succeeds in the amount of \$20.00

Summary of Decision

53. The tenant shall pay to the landlords \$288.05 determined as follows:

| | |
|---|------------------------|
| Rental arrears..... | \$608.95 |
| Damages..... | \$227.40 |
| Late Fees..... | \$39.00 |
| Less Security deposit plus interest..... | \$607.30 |
| Hearing expenses..... | \$20.00 |
| Total..... | <u>\$288.05</u> |

19 June 2025

Date

Michael Reddy, Adjudicator
Residential Tenancies Office