

Residential Tenancies Tribunal

Application 2025-0286-NL
Counter application 2025-0289-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:01 a.m. on 13-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the Landlord" attended by teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as "the tenant" attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they have served the tenant with the notice of the hearing personally on 30-April-2025 (LL#1). The tenant acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The tenant submitted an affidavit with their application stating that they have served the landlord with the notice of the hearing personally on 28-April-2025 (TT#1). The landlord acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There was a written week-to-week rental agreement which commenced on 1-December-2024, however the tenant stated that she signed an empty rental agreement after they verbally agreed about a one-year lease term. Both parties agreed that the tenant moved in on 8-December-2024. Rent is \$187.00 per week, however the tenant paid rent once per month. A security deposit of \$500.00 was collected on 18-December-2024 and is still in landlord's possession.
7. The landlord amended their application to reduce compensations paid for damages from \$1450.00 as per the application to \$1400.00.

Issues before the Tribunal

8. The landlord is seeking:
 - Compensation paid for damages \$1400.00;
 - Validity of the notice of termination;

- Vacant possession of the rental premises.

9. The tenant is seeking:

- Validity of the notice of termination.

Legislation and Policy

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

11. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 7-2: Failure to Complete Repairs, Section 9-3: Compensations for Damages to Rental Premises, and following section the *Residential Tenancies Act, 2018*: Section 22: Notice where tenant's obligation not met.

Issue # 1: Validity of the termination notice; Vacant possession of the residential premises.

Relevant Submission:

12. Both the landlord and the tenant submitted a copy of a termination notice (TT#2) dated 1-April-2025, which was issued under the Section 22 of the *Residential Tenancies Act*, referring to the tenant's failure to keep the premises clean. However, the notice stated the move-out date as 31-March-2025, which predates the issuance date.

Landlord's and the Tenant's Position:

13. The landlord testified that he served the tenant with the termination notice on 27-March and intended the move-out date to be 1-April. The landlord testified that upon entering the unit, it was unclean, which was the basis for issuing the termination notice under the Section 22 of the *Act*.

14. The tenant acknowledged receiving the notice on 27-March but claimed the move-out date was not stated in the notice. She also testified that the landlord verbally informed her that she had four weeks to vacate, but then pressured her to move within three days by knocking on her door daily. The tenant also stated that she was working on the cleanliness of the unit, however it is complicated due to her working hours.

Analysis

15. Section 22 of the *Residential Tenancies Act* states:

Notice where tenant's obligation not met

22. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.

(2) Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(3) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

16. According to Section 7-2 of the *Policy*, where a tenant fails to keep the premises clean or repair damages, the landlord may give the tenant written notice to clean or repair the damage. If the tenant fails to comply within 3 days or a reasonable period, the landlord may give the tenant a termination notice of not less than five days.

17. In this case, I accept the landlord's and the tenant's testimony that no written request to clean the premises was issued prior to the termination. According to the testimonies of both parties, the original termination notice did not include a moving-out date.

18. For these reasons, I find that the termination notice issued on 27-March failed to comply with the subsection 22(3)(b) of the *Act* and *Residential Tenancies Policy* and therefore is not a valid termination notice.

Decision

19. The termination notice issued on 27-March is not a valid termination notice.

20. The landlord's claim for vacant possession does not succeed.

Issue # 2: Compensation for Damages \$1400.00.

Relevant Submission:

21. According to the landlord, the rental unit was damaged due to the continuous water leakage in the laundry room due to the tenant's negligence, and they are seeking compensations. The landlord submitted a damages ledger to support their claim, see copy below:

① Water damage to Laundry room floor & baseboards	\$500.00
② Hole in wall	\$75.00
③ Electrical service call	\$300.00
④ Marks on wall	\$75.00
⑤ Landlord's time for removal of floor & baseboards	\$500.00

#1 & #5. Water damage to laundry room floor and baseboards \$500.00;
Self labour for removing flooring and baseboards \$500.00.

Landlord's Position:

22. The landlord is seeking \$500.00 for the replacement of the laundry room flooring and baseboards in the bedroom due to water damage, as well as an additional \$500.00 for his own labor in completing the work. The landlord testified that the flooring in the laundry room is damaged beyond the repair and needs to be replaced as well as the baseboards in bedroom which were affected with mold. He explained that the flooring in the laundry room is directly connected to the flooring in the bedroom and is laminate, and due to this connection and the way it was installed, removal of laundry room flooring required starting in the bedroom. As a result, the bedroom flooring had to be removed first to access and

remove the affected laundry room flooring. The landlord stated that it will take him a significant amount of time to remove the flooring in the bedroom and laundry room and then to replace the affected laundry room flooring and re-install the bedroom flooring.

23. The landlord testified that the damage was caused by a leak from the tenant's washer, which he discovered approximately 3–4 months after it began.

Tenant's Position:

24. The tenant did not dispute that the flooring and baseboards were damaged due to the leak. However, she explained that she installed a second-hand washer at the beginning of the tenancy and later noticed a small leak. The tenant stated that she informed the landlord about the issue with the washer, and he told her that, since it was her washer, it was her responsibility. The tenant acknowledged that she's willing to use security deposit against these expenses.

#2. Hole in wall \$75.00:

Landlord's Position:

25. The landlord is seeking \$75.00 for labor to plaster and paint the affected area – one wall with a hole. The landlord testified that the damage was caused by a nail the tenant had inserted into the wall. He stated that the unit was freshly painted prior to the tenancy, that the property is only two years old, and that high-quality paint and plaster were used, costing approximately \$3,200.00 for the entire unit. The \$75.00 claim is based on landlord's experience with similar repairs in other properties and reflects only the labor cost for repairing and repainting one wall with damage.

Tenant's Position:

26. The tenant admitted to causing the damage to the wall but noted that she believes the repair could have been done for a lower cost if she had completed it herself.

#3. Electrical service call \$300.00

Landlord's Position:

27. The landlord is seeking \$300.00 for reimbursement of an electrician's service call. He testified that he received a call from the tenant stating there was no hot water in the unit. In response, he promptly arranged for an electrician to attend the property. Upon inspection, it was discovered that water had been dripping from the tenant's washing machine onto an electrical box, which caused the significant electrical issue and hazard. The landlord testified that this problem arose because the tenant failed to inform him of the ongoing water leakage, and for that reason, he believes that the tenant should be held responsible for the cost of repair. The landlord stated that the electrician diagnosed and resolved the problem during the visit and charged him \$300.00 for the service.

Tenant's Position:

28. The tenant acknowledged that there was no hot water and confirmed that she called the landlord to report the issue. The tenant acknowledged that after the visit of electrician the problem with hot water was solved. She reiterated that, as stated earlier, she had informed the landlord at the beginning of the tenancy that water was dripping after the installation of the washer.

#4. Marks on the wall \$75.00

Landlord's Position:

29. The landlord is seeking \$75.00 for paint to repaint one wall in the unit where he claims the tenant left visible black marks. The landlord is claiming this amount for the materials to repaint and restore the affected wall.

Tenant's Position:

30. The tenant did not dispute that there were marks on the wall, however she explained that it is a normal wear and tear and that the wall in question was not damaged.

Analysis

31. In accordance with *Residential Tenancies Policy 9-3*, the applicants are 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)*

#1. Water damage to laundry room floor and baseboards \$500.00;

Self labor for removing flooring and baseboards \$500.00.

32. The landlord is seeking \$500.00 for the replacement of the laundry room flooring and baseboards in the bedroom due to water damage, as well as an additional \$500.00 for his own labor in completing the work. I accept the landlord's testimony that he was unaware of the leak until much later and that had he known about the issue earlier, he would have addressed it immediately to protect his own property. As the tenant did not dispute the cause of the damage, and her willingness to use the security deposit against these expenses, I find tenant to be responsible for the costs of replacement of damaged flooring and baseboards and landlord's self labour.

33. According to the tenant's measurements, the laundry room is 4 feet length and 6 feet width, which means it is 24 square feet. It's standard to add about 10% extra for cuts, totaling to 26.4 square feet. Based on the research (www.homedepot.ca) the average cost of laminate flooring is approximately \$3.50 per square foot. Therefore, the estimated cost to replace 26.4 square feet laminate flooring would be approximately \$100.00. Additionally, the average cost of baseboard (www.homedepot.ca) is approximately \$60.00. as the landlord did not provide specifications showing the extent of the damage or whether the entire baseboard in the room needs to be replaced, a nominal amount of \$60.00 will be awarded for the replacement of baseboard molding replacement.

34. Accordingly, I find that the landlord is entitled to be reimbursed costs for the self labour for the replacement of the damaged flooring and baseboards. According to the Section 9-3 of the Policy, *where a landlord carried out any of the repair work themselves, they may make a claim for costs of personal labour. For each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00.* Minimum wage in NL is \$16.00 per hour, which increases the rate of self-labour to \$24.00 per hour. Using a self-labour rate of \$24.00 I find it reasonable to expect that nearly 21 hours would be required to complete the removal of the flooring in both bedroom and the laundry room, install new flooring, and remove and replace damaged baseboards in bedroom. Given the extent of the work involved and the necessity of the repairs due to water damage and mold, I find the landlord's claim of \$500.00 for self labour to be reasonable.

#2. Hole in wall \$75.00

35. The landlord is seeking \$75.00 for labor to plaster and paint the affected area – one wall with a hole. The landlord testified that the damage was caused by a nail the tenant had inserted into the wall. The landlord explained that the whole wall needs to be repainted for the paint to match. The tenant admitted to causing the damage to the wall but noted that she believes the repair could have been done for a lower cost if she had completed it herself.

36. As the tenant did not dispute causing the damage to the wall, I find her to be responsible for the associated labour. Based on the research conducted (www.blackcombpainting.ca) the average hourly rate for interior painting and plastering services is approximately \$40.00. I accept that the plastering and painting the wall damaged by the nail would reasonably take about two hours. For these reasons, I find that the \$75.00 claimed by the landlord for labour is reasonable and should be awarded.

#3. Electrical service call \$300.00

37. The landlord is seeking \$300.00 for reimbursement of an electrician's service call. He testified that he received a call from the tenant stating there was no hot water in the unit. The tenant acknowledged that there was no hot water and confirmed that she called the landlord to report the issue. The tenant acknowledged that after the visit of electrician the problem with hot water was solved, however she stated that she informed the landlord about the leakage since the washer was installed.

38. I accept the landlord's testimony that he was not aware of the water leakage and that the issue involving water leaking onto the electrical box was a serious hazard that resulted in a loss of hot water on the unit. The landlord testified that this problem arose because the tenant failed to inform him of the ongoing water leakage, and for that reason, I find the tenant to be held responsible for the cost of repair. The landlord testified that the electrician charged him \$300.00 for the service. When asked for the receipt, the landlord explained that the electrician worked on his other property and included the cost as part of a combined invoice and did not issue a separate receipt.

39. Based on research (www.homestarts.com), the average hourly rate for an electrician range from \$65.00 to \$130.00. Given the hazardous nature of the issue, and the extent of the work required, I accept the landlord's testimony that he incurred a cost of \$300.00 for the electrician's service. For those reasons I find that the tenant is responsible to reimburse the costs of electrician services of \$300.00.

#4. Marks on the wall \$75.00

40. The landlord is seeking \$75.00 for paint to repaint one wall in the unit where he claims the tenant left visible black marks. The landlord is claiming this amount for the materials to repaint and restore the affected wall. The tenant did not dispute that there were marks on the wall, however she explained that it is a normal wear and tear and that the wall in question was not damaged.

41. I accept the testimony of both parties. However, the landlord did not provide photographic evidence to demonstrate that the marks on the wall were beyond what would be considered normal wear and tear. As the tenant disputed the landlord's claim, the burden is on the landlord to prove that the condition of the wall exceeded normal use. Based on the lack of evidence, I find that the tenant is not responsible for the cost of repainting the wall.

Decision

42. The landlord's claim for compensations for damages succeeds in the amount of \$1035.00.

Summary of Decision

43. The termination notice is not a valid termination notice.

44. The landlord's claim for vacant possession does not succeed.

45. The tenant shall pay the landlord \$1035.00 for compensation for damages.

May 16, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office