

## **Residential Tenancies Tribunal**

Application 2025-0343-NL & 2025-0373-NL

Pamela Pennell  
Adjudicator

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### **Introduction**

1. Hearing was called at 1:48 p.m. on 13-May-2025.
2. The applicant, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference. [REDACTED] was added to the application (tenant 2), hereinafter referred to as “the tenant” and attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

### **Preliminary Matters**

4. The tenants testified that they had served the landlord with the notice of hearing personally at [REDACTED] on 21-April-2025 (TT#1). The landlord confirmed receipt of the document on that date and submitted a counter claim against the tenants. The landlord submitted 2 affidavits with his application stating that he had served the tenants with the notice of hearing electronically by email to; [REDACTED] and [REDACTED] on 1-May-2025 (LL#1). The tenants confirmed receipt of the documents on that date. In accordance with the *Residential Tenancies Act 2018*, this is good service.
5. There was a fixed term rental agreement that commenced on 1-September-2024. The tenants vacated the unit on 1-April-2025. Rent was \$1500.00 per month, due on the first day of each month. A security deposit of \$975.00 was paid on 17-August-2024 and is in the landlord’s possession.
6. The tenants amended their application to omit “Other” as it was not a residential tenancy matter. The landlord amended his application to decrease security deposit to be applied against monies owed from \$1475.00 to \$975.00.

### **Issues before the Tribunal**

7. The tenants are seeking:
  - Refund of security deposit \$975.00.
8. The landlord is seeking:
  - Rent paid \$7500.00
  - Compensation paid for damages \$2646.00
  - Hearing expenses \$20.00

- Security deposit to be applied against monies owed \$975.00

## Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 3: Application of Act and 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 damage to rental premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

### Item # 1: Rent Paid \$7500.00

#### Relevant Submission

11. The landlord testified that rent is outstanding in the amount of \$7500.00 and he submitted a rental ledger to support the claim (LL#2). See copy of rental ledger below:

| Date                          | Transaction Description | Amount Due | Amount Paid  | Balance  |
|-------------------------------|-------------------------|------------|--------------|----------|
| Examples showing ledger entry |                         |            |              |          |
| 9/1/24-20                     | Janu Rent               | 1500.00.00 | - 1500.00.00 | 0 \$0    |
| 10/1/24-20                    | Febr Rent               | 1500.00.00 | - 1500.00.00 | 0 \$0.00 |
| 11/1/24-20                    | Late Charge             | 1500.55.00 | - 1500.00.00 | 0.05.00  |
| 12/1/24-20                    | Pay Rent                | 1500.60.00 | - 1500.60.00 | 0 \$0.00 |
| 1/1/25                        | Rent                    | 1500       | - 1500       | 0        |
| 1/31/25                       | Rent                    | 1500       | - 1500       | 0        |
| 2/28/25                       | Rent                    | 1500       | - 1500       | 0        |
| 4/1/25                        | Rent                    | 1500       | - 0          | 1500     |
| 5/1/25                        | Rent                    | 1500       | - 0          | 1500     |
| 6/1/25                        | Rent                    | 1500       | - 0          | 1500     |
| 7/1/25                        | Rent                    | 1500       | - 0          | 1500     |
| 8/1/25                        | Rent                    | 1500       | - 0          | 1500     |

#### Landlord's Position

12. The landlord testified that the tenants had entered into a fixed term agreement that was scheduled to end on 31-August-2025 and he stated that they vacated the unit early on 1-April-2025 leaving him with a loss of rental income for the duration of the fixed term. The landlord testified that he advertised the unit for rent immediately and interviewed prospective tenants to rent the unit as early as 15-April only to learn that it was not possible to have the unit ready that early for rent due to the extent of the damages and the need to replace contents of the unit. The landlord stated that he had to change his advertisement to rent the unit effective 15-May to give him enough time to get the damages repaired and the missing contents replaced. The landlord testified that he was unsuccessful in re-renting the unit due in part to demographics and the low demand for long term rentals in the area and he stated that he now has the unit listed on *Air B&B* with potential rental income for the upcoming tourist season. The landlord testified that he

cannot definitively say what his rental income will be up to the end of the lease period and stated that he is seeking rent to be paid in full in the amount of \$7500.00.

### Tenant's Position

13. The tenants did not dispute that they ended the tenancy early, however they disputed that it would take 6 weeks to get the unit ready to re-rent as there was minimal damage to the unit and only some light cleaning required. Tenant 2 stated that they should not be responsible for rent up to the end of August when the landlord will be renting the unit as an *Air B&B*. Tenant 2 also testified that they were forced to relocate from the area due to her chronic medical condition and the need for medical treatments only offered outside the area.

### **Analysis**

14. Subsection 4(b) of Section 3: Application of Act states:

#### **Application of Act**

4. *This Act does not apply to*

*(b) living accommodation used or occupied as a vacation home for a seasonal or temporary period.*

15. In accordance with Section 3 of the *Act* as stated above, this tribunal can only deal with the payment of rent up to 15-May-2025, the point the property was listed as a short-term rental on *Air B&B*. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. I accept the landlord's testimony and rental ledger which shows that rent was paid up to the point that the tenants vacated the unit. Once the unit became vacant, the landlord had an obligation to mitigate his losses, and I accept the landlord's testimony that he made every effort to re-rent the unit as soon as possible and eventually decided to list it as a short-term rental on *Air B&B*.
16. Based on the landlord's testimony and the exhibits entered into evidence, I accept that the unit was not available for occupancy until 15-May due to the presence and strong odor of dog urine and due to the need to order furniture and household contents and allow enough time to have those items delivered to the unit. I find that the tenants are responsible for the landlord's loss of rental income up to the date that the unit was ready for occupancy, 15-May-2025. As for the remainder of the lease period and as stated above, this tribunal does not have the authority to award rent to a landlord for a property that it is listed on *Air B&B* with unknown rent revenue for the upcoming period.
17. I find that the tenants are responsible for rent paid for the period of 1-April to 14-May in the amount of \$2190.48 (daily rate:  $\$1500 \times 12 = \$18000 / 365 \text{ days} \times 14 \text{ days} = \$49.52 \text{ per day}$ ).

### **Decision**

18. The landlord's claim for *rent paid* succeeds in the amount of \$2190.48.

## Issue # 2: Compensation for Damages \$2646.00

### Relevant Submission

19. The landlord testified that the unit was fully furnished and there were damages / losses to the unit in the amount of \$2646.00. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below:

|                                              |              |
|----------------------------------------------|--------------|
| -COFFEE TABLE(NOT YET PURCHASED-79.99        |              |
| -SIDE TABLE x2-----                          | 85.98        |
| -QUEEN MATTRESS PROTECTOR-----               | 34.99        |
| -DOUBLE MATTRESS PROTECTORX2-----            | 49.98        |
| -BATHROOM MATT X2-----                       | 13.94        |
| -PILLOWS X 5-----                            | 22.35        |
| -SHEETSX2-----                               | 19.99        |
| -COUCH(NOT YET PURCHASED)-----               | 359.99       |
| -TOILET BRUSH-----                           | 14.99        |
| -PATIO REPAIR(EST. INC.)-----                | 331.92       |
| -FLOOR REPAIR-----                           | 350.00       |
| -HOLES IN WALL-----                          | 384.08       |
| -FLOOR TRANSITION STRIPS(NOT YET PURCH.)-79. |              |
| 99                                           |              |
| -SHOWER CURTAIN-----                         | 17.97        |
| -FACE CLOTHS-----                            | 39.76        |
| -FLOOR MATT X3-----                          | 94.97        |
| -FOAM KITCHEN MATT-----                      | 29.99        |
| -WASTE REMOVAL(EST. INC.)-----               | 100.00       |
| -MATTRESS(DOUBLE)-----                       | 249.99       |
|                                              | =2300.87     |
|                                              | +tax=2646.00 |

### Landlord's and Tenant's Positions

20. The landlord testified that the unit was rented as a fully furnished unit, and he stated that there was damage to the unit due to the presence and odor of dog urine and some of the contents were missing at the end of the tenancy and others were damaged and needed to be repaired /replaced. The tenant's disputed most of the claims stating that there was never an initial walk through, or a final inspection completed to show the condition of the unit or its contents. The landlord's and tenant's positions on each item listed above are as follows: Note: taxes are applied to each item.

**Item # 1: Coffee table and 2 side tables (\$190.87)** – The landlord testified that 1 side table was missing, and the legs of the coffee table and the other side table were damaged due to an extensive amount of dog urine, and he stated that it was beyond the point of

cleaning, and they had to be replaced. The landlord is seeking \$190.87 to replace all 3 items and he submitted a photograph of the tables thrown outside the unit to be taken to the landfill to support the claim (LL#4). The landlord also submitted a quote from *Amazon* to show the cost to replace the coffee table and the side tables (LL#5). The tenants disputed the landlords claim that 1 side table was missing, and they also disputed that the legs of the coffee table and a side table were soaked in urine. Tenant 2 stated that she never saw her pets urinate in that area, nor did she ever smell urine from that area of the home. Tenant 2 also testified that they scrubbed down everything prior to vacating the unit and stated that the coffee table and side tables did not need to be replaced.

**Item # 2: Queen and 2 double mattress protectors (\$97.72)** – The landlord testified that a queen and 2 double mattress protectors were damaged due to permanent urine stains and heavy urine odor, and he stated that they needed to be replaced. The landlord is seeking \$97.72 to replace the 3 mattress protectors and he submitted a photograph of the mattress protectors to support the claim (LL#6). The landlord also submitted a receipt from *Winners* to show the cost to replace the mattress protectors (LL#7). The tenants disputed that the mattress protectors had any dog urine on them as the dogs were not permitted in the bedrooms. Tenant 2 stated that there may have been a urine stain on one of the double mattress protectors as her daughter was potty training, however she testified that she washed the mattress protectors frequently.

**Item # 3: 2 Bathroom mats (\$16.03)** – The landlord testified that 1 bathroom mat was missing, and the other bathroom mat was damaged due to urine and had to be replaced. The landlord is seeking \$16.03 to replace both bathroom mats. The landlord submitted a copy of a receipt from *Walmart* to show the cost to replace the bathroom mats (LL#8). The tenants did not dispute that 1 of the bathroom mats got thrown out as their daughter had an accident on it, however they disputed that the second bathroom mat was damaged and tenant 2 stated that the dogs did not have access to the bathroom area.

**Item # 4: 5 pillows (\$25.70)** – The landlord testified that 5 pillows were damaged due to stains and urine odor, and they had to be replaced. The landlord is seeking \$25.70 to replace the pillows and he submitted a photograph of the pillows to support the claim (LL#9). The landlord also submitted a copy of a receipt from *Walmart* to show the cost to replace the pillows (LL#10). The tenants disputed the landlord's claim that the pillows were damaged and tenant 2 stated that they were clean when she put them in the pillowcases prior to vacating the unit.

**Item # 5: 2 sets of bed sheets (\$22.99)** – The landlord testified that 2 sets of bed sheets were damaged due to urine stains and an overpowering scent of urine and had to be replaced. The landlord is seeking \$22.99 to replace the bed sheets and he submitted a receipt from *Winners* to show the cost to replace the sheets (LL#11). The tenants disputed that the sheets needed to be replaced as tenant 2 testified that they did not use the landlord's sheets. Tenant 2 stated that they used their own sheets and put the landlord's sheets back on the beds prior to vacating the unit.

**Item # 6: Couch (\$413.99)** – The landlord testified that the base of the couch was damaged due to urine stains and had to be replaced. The landlord is seeking \$413.99 to replace the couch and he submitted a photograph of the couch outside the unit to be taken to the landfill to support the claim (LL#12). The landlord also submitted a quote from *Amazon* to show the cost to replace the couch (LL#13). The tenants disputed that the dogs urinated on the base of the couch and tenant 2 stated that the couch was in poor condition to the point where they had to purchase a new couch for the area.

**Item # 7: Toilet brush (\$17.24)** – The landlord testified that a toilet brush was filthy dirty and had to be thrown out. The landlord is seeking \$17.24 to replace the toilet brush and he submitted a photograph of the toilet brush to support the claim (LL#14). The landlord also submitted a copy of a receipt from *Winners* to show the cost to replace the toilet brush (LL#15). The tenants did not dispute that the toilet brush was dirty as it was an oversight on their part, however they disputed that it needs to be replaced. Tenant 2 stated that it just needs to be cleaned.

**Item # 8: Patio repairs (\$381.71)** – The landlord testified that the patio boards had chips of wood gone out of the boards to the point that some of the patio boards needed to be replaced. The landlord is seeking \$105.71 for materials to partially replace the patio boards and \$276.00 for the cost of labor to complete the work. The landlord submitted a photograph of the patio to support the claim (LL#16), and he also submitted a quote from *BBD Engraving & Contracting Inc.* to show the cost of labor to replace the patio boards (LL#17). The tenants did not dispute that there was damage to the patio boards due to the removal of ice from the patio, however the tenants disputed that they should be responsible for the damage as tenant 2 stated that it was normal wear and tear during the winter months.

**Item # 9: Floor repairs (\$402.50)** – The landlord testified that a portion of the laminate flooring was buckled up due to dog urine and the damaged area has been replaced. The landlord is seeking \$402.50 for the labor costs only to remove the damaged flooring and replace it. The landlord submitted an invoice from *BBD Engraving & Contracting Inc.* to show the cost of labor to replace the laminate flooring (LL#18). The tenants disputed that their dogs had access to that corner of the room and tenant 2 stated that the corner was blocked off to the point that their dogs could not access the area.

**Item # 10: Holes in walls (\$441.69)** – The landlord testified that there were small holes in the walls throughout the unit which needed to be repaired. The landlord is seeking \$441.69 for materials to repair the holes in the walls, and he submitted photographs of the walls to support the claim (LL#19). The landlord also submitted a receipt from *Dulux* to show the cost of materials to repair the walls (LL#20). The tenants did not dispute that there was 1 hole in a bedroom wall, however they disputed that they caused any other holes in the walls.

**Item # 11: Floor transition strips (\$91.99)** – The landlord testified that 2 floor transition strips were damaged due to the dogs chewing them up and they stated that both needed to be replaced. The landlord is seeking \$91.99 to replace the transition strips and he submitted a photograph of the damaged strips to support the claim (LL#21). The landlord also submitted a quote from *Amazon* to show the cost to replace the transition strips (LL#22). The tenants did not dispute that the dogs chewed up the transition strips.

**Item # 12: Shower curtain and face cloths (\$66.39)** – The landlord testified that a shower curtain was damaged due to stains and several face cloths were missing from the unit and needed to be replaced. The landlord is seeking \$66.39 to replace the shower curtain and the face cloths and he submitted a copy of a receipt from *Walmart* to show the cost to replace the shower curtain and the face cloths (LL#23). The tenants did not dispute that the shower curtain was damaged due to stains, nor did they dispute that the face clothes were missing, however they disputed that they should be responsible to replace those items as the stains were a result of the harsh water in the area and normal wear and tear. Tenant 2 stated that the face clothes were also discolored due to the water and as a result were worn out.

**Item # 13: 3 floor mats (\$109.22)** – The landlord testified that 2 floor mats were missing, and 1 other was found outside the unit damaged and needed to be replaced. The landlord is seeking \$109.22 to replace the floor mats and he submitted a photograph to support the claim (LL#24). The landlord also submitted a receipt from *Winners* to show the cost to replace the floor mats (LL#25). The tenants disputed that they should be responsible for the cost of the 3 floor mats as they were worn from normal wear and tear. Tenant 2 stated that 2 had to be thrown out and the other 1 was washed and placed outside to dry.

**Item # 14: Foam kitchen mat (\$34.49)** – The landlord testified that a foam kitchen mat was damaged and needed to be replaced. The landlord is seeking \$34.49 to replace the foam mat and he submitted a photograph to show the mat at the beginning of the tenancy to support the claim (LL#26). The landlord also submitted a receipt from *Winners* to show the cost to replace the foam mat (LL#27). The tenants disputed that they should be responsible for the cost to replace the foam mat as it was destroyed due to normal wear and tear, and tenant 2 stated that they threw it out.

**Item # 15: Waste removal (\$115.00)** - The landlord testified that there is a urine-soaked couch belonging to the tenants that was left at the property which needs to be removed. The landlord stated that the tenants made no effort to retrieve their abandoned property, and he has been holding the couch in his shed since they vacated the unit. The landlord stated that it will cost \$115.00 to have the couch removed from the property and taken to the landfill and he is seeking that amount to be paid by the tenants. The landlord submitted a quote from *BBD Engraving & Contracting Inc.* to show the cost to remove the couch (LL#28). The tenants did not dispute that the couch was left behind nor did they dispute that it is garbage, however they disputed that they should pay \$115.00 to have it removed. Tenant 2 stated that they can arrange to have it picked up and removed from the premises.

**Item # 16 – Double mattress (\$287.49)** - The landlord testified that a double mattress was damaged due to urine stains and urine odor and needed to be replaced. The landlord is seeking \$287.49 to replace the mattress and he submitted a photograph of the damaged mattress to support the claim (LL#29). The landlord also submitted a quote from *Amazon* to show the cost to replace the mattress (LL#30). The tenants disputed that the mattress was damaged as the mattress protector was always on the mattress and tenant 2 stated that her dogs were never in the bedroom. Tenant 2 stated that her daughter was potty training but again she disputed that the mattress could be damaged when there was a mattress protector on the mattress.

## Analysis

21. 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;*
- *The value to repair or replace the damaged item(s)*

22. Based on the landlord's testimony and the sworn affidavits from the landlord's contractor and cleaner (LL#31), I accept that there was a presence of dog urine and an overpowering odor of urine throughout the unit. I asked the tenants if their dogs ever urinated inside the unit and tenant 2 responded that one of their dogs did urinate inside but only when he heard or saw another dog outside as to mark his territory. The landlord was able to show some photographs of the unit prior to the tenants moving in (LL#32) and they were able to show outstanding reviews of the unit from short term renters prior to the tenancy in August 2024 (LL#33). I accept that

there was a strong presence of dog urine on the floors and in the furniture and I accept that the residual urine odor throughout the unit would result in the need to immediately remove and replace furniture and household contents. This tribunal has an obligation to be fair to all parties involved and as such, the issue is to determine the appropriate current value of the items claimed as losses to the landlord. Each item listed above is analyzed as follows:

**Item # 1: Coffee table and 2 side tables (\$190.87)** – Based on the testimony of the landlord and the sworn affidavits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there was a presence and overpowering odor of dog urine in the unit caused by negligence on the part of the tenants. I do not accept the tenant's testimony that the dog(s) did not urinate up against the legs of the furniture and I accept that the furniture had to be thrown out and replaced. I asked the landlord the age of the furniture and he responded that it was less than 3 years old and like new. Based on the amount sought by the landlord to replace the furniture, I conclude that the furniture was of low value and did not have a long life span. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Press board furniture has a life span of approximately 6-7 years and as only 3 years of the furniture's life span has passed, there is approximately 57% of the furniture's life cycle remaining. The landlord was able to show the cost to replace the coffee table and side tables at \$190.87 and as such, I find that the tenants are responsible for the cost to replace the coffee table and side tables less depreciation in the amount of \$108.80 (\$190.87 x 57%).

**Item # 2: Queen and double mattress protectors (\$97.72)** – When renting furnished units, landlords cannot expect that items such as mattress protectors will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. Based on the testimony of the landlord and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenants were negligent in causing damage to the mattress protectors, and as such shall be responsible in part for the cost to replace them. I asked the landlord the age of the mattress protectors and he responded that they were 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Mattress protectors have a life span of 2 years and as only 1 year of the protector's life span has passed, there is approximately 50% of the mattress protector's life cycle remaining. The landlord was able to show the cost to replace the mattress protectors at \$97.72 and as such, I find that the tenants are responsible for the cost to replace the mattress protectors less depreciation in the amount of \$48.86 (\$97.72 x 50%).

**Item # 3: 2 Bathroom matts (\$16.03)** – When renting furnished units, landlords cannot expect that items such as bathroom mats will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. Based on the testimony of the landlord and in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenants were negligent in causing damage to the bathroom mats, and as such shall be responsible in part for the cost to replace them. I asked the landlord the age of the bathroom mats and he responded that they were 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Bathroom mats have a life span of 2 years and as only 1 year of the mat's life span has passed, there is approximately 50% of the bathroom mat's life cycle remaining. The landlord was able to show the cost to replace the bathroom mats at \$16.03 and as

such, I find that the tenants are responsible for the cost to replace the bathroom mats less depreciation in the amount of \$8.02 (\$16.03 x 50%).

**Item # 4: 5 pillows (\$25.70)** – When renting furnished units, landlords cannot expect that items such as pillows will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. Based on the testimony of the landlord and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenants were negligent in causing damage to the pillows, and as such shall be responsible in part for the cost to replace them. I asked the landlord the age of the pillows and he responded that they were 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Pillows have a life span of 2 years and as only 1 year of the pillow's life span has passed, there is approximately 50% of the pillow's life cycle remaining. The landlord was able to show the cost to replace the pillows at \$25.70 and as such, I find that the tenants are responsible for the cost to replace the pillows less depreciation in the amount of \$12.85 (\$25.70 x 50%).

**Item # 5: 2 sets of bed sheets (\$22.99)** – When renting furnished units, landlords cannot expect that items such as bed sheets will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. I do not accept the tenant's testimony that they did not use the bed sheets and based on the amount sought by the landlord to replace the bed sheets, I conclude that the bed sheets are of low quality and did not have a long life span. I asked the landlord the age of the bed sheets and he responded that they were 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Low quality bed sheets have a life span of 18 months and as only 1 year of the sheet's life span has passed, there is approximately 33% of the bed sheet's life cycle remaining. The landlord was able to show the cost to replace the bed sheets at \$22.99 and as such, I find that the tenants are responsible for the cost to replace the bed sheets less depreciation in the amount of \$7.59 (\$22.99 x 33%).

**Item # 6: Couch (\$413.99)** – Based on the testimony of the landlord and the sworn affidavits entered into evidence, I accept that there was a presence and overpowering odor of dog urine in the unit. I do not accept the tenant's testimony that the dog(s) did not urinate up against the base of the couch and I accept that the couch had to be thrown out and replaced. I asked the landlord the age of the couch and he responded that it approximately 10 years old. Based on the amount sought by the landlord to replace the couch, I conclude that the couch was of low value and did not have a long life span. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Low quality couches have a life span of approximately 7 years and as the couch was 10 years old, I find that the couch has surpassed its life cycle and as such, I find that the tenants are not responsible for the cost to replace the couch.

**Item # 7: Toilet Brush (\$17.24)** – The tenants did not dispute that they left the toilet brush dirty and based on the photograph entered into evidence, I accept that the landlord had no choice but to throw out the toilet brush and for that reason, I find that the tenants are responsible for the cost to replace the toilet brush in the amount of \$17.24.

**Item # 8: Patio repairs (\$371.71)** – Based on the testimony of the landlord and the photographs entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there was some damage to the patio boards which does not fall under normal wear and tear. I asked the landlord the age of the patio boards and he responded that they were installed new in 2023. In accordance with section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property, pressure treated deck planks have a life span of approximately 25 years. As only 2 years of the board's life span has passed, there is approximately 92% of the patio board's life cycle remaining. The landlord was able to show the cost to replace the patio boards and as such, I find that the tenants are responsible for the cost to replace the patio boards less depreciation in the amount of \$341.97 (\$371.71 x 92%).

**Item # 9: Floor repairs (\$402.50)** – Based on the testimony of the landlord and the sworn affidavits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there was damage to the laminate flooring caused by dog urine. I asked the landlord the age of the laminate flooring and he responded that it was installed 3 years ago. In accordance with section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property, laminate flooring has a life span of approximately 20 years. As only 3 years of the laminate floorings life span has passed, there is approximately 85% of the flooring's life cycle remaining. The landlord was able to show the cost of labor to replace the laminate flooring and as such, I find that the tenants are responsible for the cost of labor to replace the laminate flooring less depreciation of the flooring in the amount of \$342.13 (\$402.50 x 85%).

**Item # 10: Holes in walls (\$441.69)** – Based on the testimony of the landlord and the photographs entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there were holes in the walls caused by negligence on the part of the tenants which needed to be repaired. The tenants disputed that there were many holes in the walls and tenant 2 stated that she could only recollect 1 hole located in the bedroom wall. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was only able to show 2 holes in the walls and as such, it is unclear as to what it would cost for materials to fix 2 holes. I find that a nominal amount of \$100.00 shall be awarded to the landlord for the cost of materials to fix the 2 holes in the walls.

**Item # 11: Floor transition strips (\$91.99)** – The tenants did not dispute that their dog destroyed the transition strips, nor did they dispute the amount sought by the landlord and as such, I find that the tenants are responsible for the cost to replace the floor transition strips in the amount of \$91.99.

**Item # 12: Shower curtain and face clothes (\$66.39)** – When renting furnished units, landlords cannot expect that items such as shower curtains and face clothes will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. In accordance with Section 9-3 of the *Policy* as stated above, I accept the tenant's testimony that the water in the area was harsh and caused damage to the shower curtain and the face clothes, and as such I find that the tenants were not negligent in causing the damage. For those reasons, I find that the tenants are not responsible for the cost to replace the shower curtain and face clothes.

**Item # 13: 3 floor mats (\$109.22)** – When renting furnished units, landlords cannot expect that items such as floor mats will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. Based on the testimony of the landlord and the exhibits entered into

evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenants were negligent in causing damage to the floor mats, and as such shall be responsible in part for the cost to replace them. I asked the landlord the age of the floor mats and he responded that they were 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Floor mats have a 2-year life span and as the floor mats were 1 year old, 50% of the floor mat's lifespan is remaining, and as such, I find that the tenants are responsible for the cost to replace the floor mats less depreciation in the amount of \$54.76 ( $\$109.22 \times 50\%$ ).

**Item # 14: Foam kitchen mat (\$34.49)** – When renting furnished units, landlords cannot expect that items such as foam kitchen mats will be in the same condition at the end of the tenancy as at the beginning and there is no obligation for tenants to replace such household contents at the end of a tenancy unless there was negligence in causing damage to the items. I do not accept the tenant's testimony that the foam kitchen mat was destroyed due to normal wear and tear. Based on the testimony of the landlord and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenants were negligent in causing damage to the foam kitchen mat, and as such shall be responsible in part for the cost to replace it. I asked the landlord the age of the foam kitchen mat and he responded that it was 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Foam kitchen mats have a much longer life span than other floor mats and depending on the quality can last for up to 10 years. As the foam mat is only 1 year old, there is approximately 90% of the mat's life cycle remaining. The landlord was able to show the cost to replace the foam mat in the amount of \$34.49 and as such, I find that the tenants are responsible for the cost to replace the foam kitchen mat less depreciation in the amount of \$31.04 ( $\$34.49 \times 90\%$ ).

**Item # 15: Waste removal (\$115.00)** - Based on the testimony of the landlord and the sworn affidavits entered into evidence, I accept that the landlord had to remove the tenant's couch from the unit and store it in the shed due to the presence and odor of dog urine. The tenants vacated the unit on 1-April-2025 leaving the couch behind and the landlord was only obligated to store the couch for 30 days. The tenant's confirmed that the couch is garbage and should be taken to the landfill and the tenants stated that they can come and remove the couch, however they have not made any effort to do so to date. The landlord is able to show the cost to have the couch removed and I find that the best solution for the landlord is to have his contractor remove the urine-soaked couch from his premises as soon as possible. For those reasons, I find that the tenants are responsible for the cost of waste removal in the amount of \$115.00.

**Item # 16 – Double mattress (\$287.49)** - Based on the testimony of the landlord and the exhibits entered into evidence, I accept that the mattress had urine stains on it. I do not accept the tenant's testimony that there wasn't a presence of urine on the mattress, and I accept that the mattress had to be thrown out and replaced. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists and that the tenants were negligent in causing the damage. I asked the landlord the age of the double mattress he responded that it was 1 year old. Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property shall be taken into consideration when awarding monies for damages. Mattresses have a life span of approximately 12 years. As the mattress is only 1 year old, there is approximately 91% of the mattress's life cycle remaining. The landlord was able to show the cost to replace the mattress in the amount of \$287.49 and as such, I find that the tenants are responsible for the cost to replace the double mattress less depreciation in the amount of \$261.62 ( $\$287.49 \times 91\%$ ).

## Decision

23. The landlord's claim for *compensation for damages* succeeds in the amount of \$1541.87.

## Issue # 3: Hearing expense \$20.00

### Analysis

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#34). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been mostly successful, I find that the tenants are responsible for the landlord's hearing expenses.

## Decision

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

## Issue # 4: Refund of Security Deposit \$975.00

### Security Deposit to be applied against monies owed \$975.00

### Analysis

26. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

#### 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).

(12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

27. The landlord's claim for losses has been successful as per paragraphs 18, 23 and 25 above, and as such the security deposit shall be applied against monies owed. 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**

28. The tenant's claim for a *refund of security deposit* does not succeed.
29. The landlord's claim to have the security deposit applied against monies owed succeeds.

### **Summary of Decision**

30. The tenant's claim for a *refund of security deposit* does not succeed.
31. The tenants shall pay the landlord \$2770.12 as follows:

|                                                    |               |
|----------------------------------------------------|---------------|
| Rent paid.....                                     | \$2190.48     |
| Compensation paid for damages ...                  | 1541.87       |
| Hearing expenses .....                             | 20.00         |
| <b>Less: security deposit &amp; interest .....</b> | <b>982.23</b> |
| <br>Total .....                                    | \$2770.12     |

June 5, 2025

Date

Pamela Pennell, Adjudicator  
Residential Tenancies Office