

## Residential Tenancies Tribunal

Application 2025-0405-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:59 p.m. on 8-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing via pre-paid registered mail ([REDACTED]) on 30-May-2025 (LL#1). The tenant confirmed receipt of the document on 10-June-2025. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 20-July-2024. The tenant vacated the unit on 14-February-2025. Rent was \$950.00 per month, due on the 1st day of each month. A security deposit was never paid.
6. The landlord amended the application to decrease the amount sought for *compensation paid for damages* from \$3003.00 as per the application to \$963.00 and to seek hearing expenses.

### Issues before the Tribunal

7. The landlord is seeking:
  - Rent paid \$2375.00
  - Compensation paid for damages \$963.00
  - Hearing expenses \$41.79

### 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*.

9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: 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 \$2375.00**

#### Relevant Submission

10. The landlord testified that rent is outstanding in the amount of \$2375.00 dating back to January 2025 and she submitted a rental ledger to support the claim (LL#2). The landlord is seeking rent to be paid in full. See breakdown of rental ledger below:

Rental Ledger 2025-0405-NL			
Date	Action	Amount	Total
December 31, 2024	Balance		\$0.00
January 1, 2025	Rent due	\$950.00	\$950.00
January 1, 2025	Payment	-\$475.00	\$475.00
February 1, 2025	Rent due	\$950.00	\$1,425.00
March 1, 2025	Rent due	\$950.00	\$2,375.00

#### Landlord's and Tenant's Positions

11. The landlord testified that she entered into an agreement with the tenant whereby the tenant would incur the cost to repair the damaged chimney at the residential premises and in turn the landlord would consider rent to be paid in the amount of \$2375.00 to cover the tenant's expenses. The landlord testified that the tenant vacated the unit on 14-February-2025 at which time she physically removed the chimney from the unit and took it with her. The landlord stated that she was the rightful owner of the chimney as the tenant was reimbursed for her expenses in lieu of rent paid. As the tenant took the chimney with her, the landlord is seeking rent to be paid in full as outlined in the rental ledger above.
12. The tenant did not dispute that she entered into an agreement with the landlord to be reimbursed for the cost of the new chimney by holding back the rent payments in the amount of \$2375.00, nor did she dispute that she took the chimney with her when she vacated the premises. The tenant did dispute that she should pay rent for the month of March as she was forced to vacate the unit on 14-February due to no water or heat to the unit.

#### **Analysis**

13. I accept the landlord's testimony that she entered into an agreement with the tenant to purchase the new chimney in exchange for rent paid in the amount of \$2375.00 and as such, I find that the landlord is the rightful owner of the chimney. The tenant did not dispute that she took the chimney when she vacated the unit on the 14-February-2025 and I asked the landlord if the tenant had given a proper termination notice whereby rent would not be owed for the month of March and she responded that the tenant did not give any notice. I find that as the tenant took the chimney with her, and failed to provide a proper termination notice, she shall pay rent to the landlord in the amount of \$2375.00 as claiming the chimney contravened their agreement to hold back rent. I find that the tenant is responsible for rent paid in the amount of \$2375.00 as outlined in the rental ledger above.

## Decision

14. The landlord's claim for *rent paid* succeeds in the amount of \$2375.00.

### Issue # 2: Compensation for Damages \$963.00

#### Relevant Submission

15. The landlord testified that there were damages / losses to the unit, and she amended the ledger to seek \$963.00 to cover the costs. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See breakdown of damages ledger below:

Item #	Description of Damages	Compensation Claimed
1	24 x 30 inch hole in Basement	\$ 200.00
2	Chimney removed (hole in eaves/basement)	\$ 2035.00
3	Kitchen table scratched and put in basement	\$ 100.00
4	6 x 12 inch Damage in porch wall	\$ 100.00
5	Labor cost to clean walls + whole house	440.00
6		
7	Cost of removal of Garbage to Dump	90.00
8	2 fire extinguishers missing	78.00

#### Landlord's and Tenant's Positions

16. The landlord and tenant's position on each item is as follows:

**Item # 1: Hole in basement (\$200.00)** – The landlord testified that there was a 24 x 30-inch hole put in the basement wall extending to the exterior of the unit to create a doorway and she is seeking \$200.00 to cover the cost to repair the hole with plywood and siding. The tenant did not dispute that there was a hole in the basement wall; however, she disputed that she was negligent in causing the hole as the plywood was rotted out and a log accidentally went through the wall area, and she stated that she had it boarded up to secure the area.

**Item # 2: Chimney removed (\$2035.00)** – This item has been omitted.

**Item # 3: Kitchen table damaged (\$100.00)** - The landlord testified that there was a solid wood kitchen table in the unit when the tenant took possession, and she testified that she retrieved it from the basement area covered with plywood and it contained several scratches on the surface of the wooden top. The landlord is seeking \$100.00 to cover the cost to repair the table. The tenant did not dispute that she moved the table to the basement and put stuff on the table; however, she disputed causing any damage to the table as she never used it and she stated that she recollects that there were scratches on the table when she moved into the unit.

**Item # 4: Porch wall damage (\$100.00)** - The landlord testified that the porch wall was covered in pine which had been painted and some of the paint was peeling off and needed to be redone. The landlord is seeking \$100.00 to cover the cost to sand down and repaint roughly 8 x 5 feet of the porch wall. The tenant did not dispute that the paint on the pine peeled; however, she disputed that she caused any damage to the porch wall as she rarely used that entrance. The tenant stated that there was a leak in that

area of the unit which caused the pine to get wet and as a result the paint on the pine wall peeled off.

**Item # 5: Cleaning (\$440.00)** - The landlord testified that the unit was dirty with garbage and food left by the tenant and the cleanup is currently in progress. The landlord testified that there was dog feces all over the step leading into the unit, garbage all over the floor, food left in the fridge and on the stovetop with dirty utensils, rotten meat on the floor, dirty diapers in the waste basket, and 2 bags of garbage left in the laundry room. The landlord is seeking \$440.00 to cover the cost to have a cleaner complete the work. The tenant did not dispute that she left the unit without cleaning it; however, she testified that the unit was uninhabitable due to a lack of water and heat, and she stated that she had to leave immediately. The tenant also states that she had planned to go back and clean the unit but without water it was impossible, and she also stated that she was approached by the *Police* and advised not to go back to the unit.

**Item # 6: Garbage removal (\$90.00)** – The landlord testified that there were 3 loads of garbage left at the residential premises which needed to be disposed of, and she amended the claim to seek \$45.00 to cover the cost to dispose of the ½ of the garbage as some of the items belonged to her.

**Item # 7: Fire extinguishers missing (\$78.00)** - The landlord testified that there were 2 fire extinguishers at the unit at the commencement of the tenancy and they were both missing at the end of the tenancy. The landlord stated that she is seeking \$78.00 to cover the cost to replace the fire extinguishers. The tenant did not dispute that she took the fire extinguishers; however, she testified that they belonged to her.

## Analysis

17. 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)*

18. Based on the testimony of both the landlord and the tenant, each item is analyzed as follows:

**Item # 1: Hole in basement (\$200.00)** – Based on the landlord's testimony, I accept that there was a 24 x 30-inch hole in the basement wall with what appears to be a pallet of wood covering up the affected area. The tenant did not dispute that she caused a hole in the wall by accidentally putting a log through the wall and I accept the tenant's testimony that she made every effort to fix the hole in the basement wall. I find that the tenant had an obligation to make the landlord aware of the issue and afford her the opportunity to have it repaired properly. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed as the tenant did not dispute it, and I find that the tenant was negligent in causing the damage as she admitted to putting a log through the wall. The landlord is seeking \$200.00 to have the damage repaired and although she failed to show how she arrived at that amount, I find that it is not unreasonable to expect that it would cost \$200.00 to purchase a sheet of plywood, siding and have someone complete the work. For those reasons, I find that the tenant is responsible for the cost to repair the hole in the basement wall in the amount of \$200.00.

**Item # 2: Chimney removed (\$2035.00)** – This item has been omitted.

**Item # 3: Kitchen table damaged (\$100.00)** — Based on the landlord's testimony, I accept that there was a table left at the unit for the tenant to use. The tenant disputed that she used the table and testified that it was placed in the basement for the duration of the tenancy. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the damage existed, and she failed to show that the tenant was negligent in causing the damage. For those reasons, I find that the tenant is not responsible for the cost to repair the kitchen table.

**Item # 4: Porch wall damage (\$100.00)** - Based on the landlord's testimony, I accept that the paint had peeled off the pine wall in the porch area. The tenant disputed that she used the porch entrance to the unit and testified that the paint peeled as a result of a water leak when the pine got wet. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed as the tenant did not dispute it, however the landlord failed to show that the tenant was negligent in causing the damage. For those reasons, I find that the tenant is not responsible for the cost to sand and paint the porch wall.

**Item # 5: Cleaning (\$440.00)** – Based on the landlord's testimony, I accept that the unit was left dirty and needed cleaning. I asked the landlord to describe the state of the unit when she entered it and she testified that that there was dog feces all over the step leading into the unit, garbage all over the floor, food left in the fridge and on the stovetop with dirty utensils, rotten meat on the floor, dirty diapers in the waste basket, and 2 bags of garbage left in the laundry room. The tenant did not dispute that she left the unit in that manner and stated that she had to vacate the unit immediately due to uninhabitability issues. The tenant stated that she was unable to return and clean due to no water and she also stated that she was contacted by the *Police* and advised not to return to the unit. I accept that there were on-going issues with the unit, however that is not a reason to leave the unit as described by the landlord. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed as the tenant did not dispute it, she was able to show that the tenant was negligent in causing the damage. The landlord is seeking \$440.00 to have the unit cleaned and although she failed to show how she arrived at that amount, I find that it is not unreasonable to expect that it would cost \$440.00 to clean the unit based on the landlord's testimony of how it was left. For those reasons, I find that the tenant is responsible for the cost to clean the unit in the amount of \$440.00.

**Item # 6: Garbage removal (\$90.00)** – The landlord amended the amount sought for garbage removed from \$90.00 to \$45.00 and I accept the landlord's testimony that out of the 3 loads of garbage that she had to remove from the premises, ½ of the items belonged to the tenant. I do not accept the tenant's testimony that she did not have an opportunity to remove the garbage from the unit and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed as the tenant did not dispute it, and I find that the landlord was able to show that the tenant was negligent in leaving the garbage in the unit. The landlord failed to show the cost for the garbage removal; however, it is not unreasonable to expect that it would cost \$45.00 to remove the garbage. For those reasons, I find that the tenant is responsible for the cost of garbage removal in the amount of \$45.00.

**Item # 7: Fire extinguishers missing (\$78.00)** - Based on the landlord's testimony, I accept that the fire extinguishers were missing from the unit. The tenant did not dispute that she took the fire extinguishers, however she disputed that they belonged to the landlord as she stated that she purchased them herself. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that she had provided the fire extinguishers and as such, I find that the tenant is not responsible for the cost to replace the fire extinguishers.

## Decision

19. The landlord's claim for *compensation for damages* succeeds in the amount of \$685.00.

## Issue # 3: Hearing Expenses \$41.79

20. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and also incurred Canada Post fees in the amount of \$21.79. the landlord submitted a copy of the receipts to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and postal fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

## Decision

21. The landlord's claim for *hearing expenses* succeeds in the amount of \$41.79.

## Summary of Decision

22. The tenant shall pay the landlord \$3101.79 as follows:

Rent paid .....	\$2375.00
Compensation for damages .....	685.00
Hearing expenses .....	41.79
Total .....	\$3101.79

July 29, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office