

Residential Tenancies Tribunal

Application 2025-0472-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:03 p.m. on 16-July-2025.
2. The applicants [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, did not attend.

Preliminary Matters

4. The landlords were not present or represented during the hearing and I was unable to reach them at the start of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served.
5. The tenants submitted an affidavit with their application stating that they had served the landlords with the notice of hearing via prepaid registered mail tracking numbers [REDACTED] and [REDACTED] on 30-June-2025 (TT#1). In accordance with the Residential Tenancies Act, 2018 this is good service. As the landlords were properly served, and as any further delay in these proceedings would unfairly disadvantage the tenants, I proceeded with the hearing in their absence.
6. There was a verbal month-to-month rental agreement which commenced in November-2023. Rent was \$600.00 per month, due on the first of each month. The tenants vacated on 30-April-2025. A security deposit was not collected.
7. The tenants amended their claim to include hearing expenses of \$56.24.

Issues before the Tribunal

8. The tenants are seeking:
 - Compensation paid for inconvenience \$1167.09;
 - Possessions returned \$5536.50;

- Hearing expenses \$56.24.

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 is the following section of the *Residential Tenancies Policy*: Section 9-4: Compensation for Damage to Tenant's Personal Property.

Issue # 1: Compensation paid for inconvenience \$1167.09.

Tenant's Position:

11. The tenants are seeking compensation for the inconvenience and expenses they incurred as a result of being unable to retrieve their belongings from the shed after vacating the rental unit. They explained that they had informed the landlord of their intention to vacate the property one month prior to their move-out date of 30-April. At that time, they stated that there was a verbal agreement with the landlords that they would be allowed to return to the property after vacating to collect their remaining belongings from the shed.

12. According to the tenants, approximately two weeks after moving out, they returned to the unit to retrieve their possessions but found that the shed was locked with a new lock that they had not previously used. They stated they attempted to contact the landlord but were unsuccessful, and as a result, they contacted the RCMP. The RCMP informed them that they could not assist and would not take a report of theft.

13. The tenants stated that the RCMP attempted to contact the landlord on their behalf and in early June, the tenants made a second visit to the property but again were unable to access the shed. They claimed the shed remained locked and that they observed, through the window, that some of their belongings appeared to be missing. Based on this, they expressed concern that the items may have been discarded or sold by the landlords.

14. As a result, the tenants are seeking compensation as per their list (TT#2) for the following:

- Travel expenses: \$348.00 for two completed round trips and one upcoming round trip between [REDACTED] and [REDACTED] (approximately 235 km one way).
- Vehicle maintenance: \$578.10 related to wear and tear from the long-distance travel required over three trips, including towing a trailer.
- Meals: \$240.00 for food and drinks incurred over the course of the trips, based on their own calculations.

15. The tenants are requesting that these expenses be reimbursed due to the inconvenience and costs caused by the landlord's failure to make the shed accessible as previously agreed.

Analysis

16. I accept the tenants' testimony that they traveled to the rental unit on two occasions to retrieve their belongings. However, there is insufficient evidence to confirm that the landlords were aware of the specific dates of these visits. The tenants did not demonstrate that arrangements were made with the landlords for access on those dates. Therefore, I find that the landlords are not responsible for the costs associated with the tenants' travel to retrieve their belongings.

17. This Tribunal does not have the authority to award compensation for future travel expenses, vehicle maintenance, or meals. Accordingly, the tenants' claim for compensation related to inconvenience and associated costs does not succeed.

Decision

18. The tenants' claim for compensation for inconvenience does not succeed.

Issue # 2: Possessions refunded \$5536.50;

Relevant Submission;

19. The tenants are seeking compensation for their belongings that were left in the shed and which they were unable to retrieve. They submitted a list of the items along with estimated replacement costs for each (TT#3).

Tenant's Position:

20. The tenants explained that they are not seeking the full replacement value, acknowledging that the landlord should not be held responsible for the full cost since the items were previously used. The tenants stated that they are seeking reimbursement of half the value of the items they submitted, reflecting varying levels of wear and use of a total of \$5536.50. The tenants indicated that the belongings were not new, though they were unable to provide the exact age or condition of all items. The tenants stated that they had not yet been able to replace any of the items listed due to financial constraints.

21. The tenants' testimony about each item will be addressed individually as follows:

#1: Sidestep running board \$400.00

22. The tenants testified that they are seeking compensation for the cost of a full-length sidestep running board intended for installation on their truck. They stated that they purchased the part used through an online marketplace for \$400.00. However, they confirmed that the part was never installed on the vehicle and was left in the shed. The tenants are seeking reimbursement.

#2: Set of 4 winter studded tires \$1500.00

23. The tenants are seeking reimbursement in the amount of \$1500.00 for a set of Goodyear Wrangler winter studded tires, which they stated were used for one season and were approximately one year old at the time. They testified that the tires were stored in the shed on the right-hand. They noted that each tire was approximately \$320.00.

#3: Set of 4 all season tires \$1100.00

24. The tenants are seeking \$1100.00 for the replacement of a set of all season tires that were used on their 2020 Nissan Qashqai. They testified that the tires were purchased new last year and were used for one season. They are seeking compensation.

#4: Gas powered lawn mower \$515.00

25. The tenants are seeking reimbursement for a gas-powered lawn mower that was left in the shed. According to their testimony, the lawn mower was approximately one year old. The tenants acknowledged that they do not recall the exact purchase price of the mower, nor

do they have a receipt confirming its original cost. However, the tenants indicated that they had searched online for a comparable replacement which they presented as a reasonable estimate of the value of the one they previously owned.

#5: Gas can \$15.00

26. The tenants are seeking \$15.00 for the replacement of a gas can.

#6: Trampoline \$460.00

27. The tenants are seeking reimbursement for the replacement of a trampoline. They submitted photographic evidence showing that they had a trampoline in their use (TT#4) and stated that it was approximately two years old. The tenants are claiming \$460.00 as the cost for a trampoline replacement.

#7: Antique wooden rocking chair \$520.00

28. The tenants are seeking \$520.00 for the replacement of a wooden rocking chair. They stated that the chair was an antique, originally belonging to the tenant's grandmother, and included two removable cushions.

#8: Antique wicker rocking chair \$185.00

29. The tenants are seeking compensation for the replacement of a white rocking chair that was stored in the shed. They claim \$185.00 for its replacement.

#9: Wooden full sized drawer dresser \$1150.00

30. The tenants are seeking compensation for the replacement cost of a full-sized wooden dresser with drawers, without a mirror. The tenants submitted photographic evidence to support their claim (TT#5) and are requesting reimbursement.

#10: Antique steel frame plastic egg chair \$668.00

31. The tenants are seeking \$668.00 for the replacement of an egg chair, which they stated was inherited from the 1970s and originally belonged to the tenant's mother. The tenants submitted photographic evidence to support their claim (TT#6). They described the item as being in good condition.

#11: Youth pedal bike \$253.00

32. The tenants are seeking compensation for the replacement of a youth bike, claiming it was approximately three years old. The tenants submitted photographic evidence to support their claim (TT#7). They are requesting \$253.00 for the replacement.

#12: Steel frame mesh fabric lawn chairs (2) \$100.00

33. The tenants are seeking \$100.00 for the replacement of two steel frame mesh fabric lawn chairs, described as black and dark grey in color.

#13: Queen boxspring \$400.00

34. The tenants are seeking compensation for the replacement of a queen box spring, stating that it was approximately four years old at the time of the hearing. The tenants submitted photographic evidence to support their claim (TT#8).

#14: Basketball portable net \$1045.00

35. The tenants are seeking \$1045.00 for the replacement of a portable basketball net with a black plastic fillable wheeled base. They stated it was stored in a shed. The tenants testified that the item was approximately 2 years old and submitted photographic evidence confirming ownership (TT#9,10).

#15: Youth portable soccer net \$115.00

36. The tenants stated that they are seeking \$115.00 for a plastic, portable soccer net used for youth training. They testified that the net was approximately 3-4 years old at the time the tenants vacated. The tenants submitted photographic evidence to support their claim (TT#11).

#16: Two wicker hanging plant holders with handles \$117.00

37. The tenants are seeking \$117.00 for two natural wicker hanging plant holders with handles, basket style. They stated that the items were approximately four years old.

#17-19 Christmas decorations \$610.00

38. The tenants are seeking compensation for a seven-foot Christmas tree in its original box, with individual-colored branches and removable separate pieces, along with three boxes of Christmas decorations including balls, ornaments, beads, silver balls, crafts, glass wool, and personalized items with names and dates. They also included a large box of bags and wrapping supplies for Christmas.

39. The tenants stated that the tree was approximately 35 years old, having belonged to their grandmother and mother, and that the decorations were collected over many years. As such, they testified that the items have sentimental value, and they were unable to provide an exact monetary value. The tenants submitted photographic evidence to support their claim (TT#11).

#20 Two round plastic sleigh \$96.00

40. The tenants are seeking compensation for a round plastic sleigh with grey nylon strings, described as both a Christmas decoration and a children's toy. They stated that the replacement cost would be approximately \$96.00 and that the item was about 2 years old.

#21 Set of 4 piece rubber basic car matts \$46.00

41. The tenants are seeking compensation for one set of four-piece front and back rubber/plastic car mats for a Nissan Qashqai 2020. They testified that the mats were less than one year old and are seeking \$46.00 for replacement.

#22 Youth outdoor basketball Backboard with spring loaded rim \$65.00

42. The tenants are seeking compensation in the amount of \$65.00 for a youth outdoor basketball backboard featuring a spring-loaded rim, approximately 7 inches, with a black and blue backboard, plastic material, orange rim, and white net.

#23 Half of sectional couch – 1 piece (2cushion) arm rest black leather \$400.00

43. The tenants are seeking compensation for a half-sectional couch, described as one piece with two cushions and an armrest in black leather. They testified that the replacement cost would be approximately \$400.00. The tenants further stated that they had purchased the

sectional couch used for \$1000.00 and had it in their possession for two years. The tenants submitted photographic evidence to support their claim (TT#12,13,14).

#24 Shelf unit (top section) \$100.00

44. The tenants are seeking compensation for shelf furniture, described as the top section consisting of three drawers and one cabinet with two shelves, which they stated was made from cherry wood. They are seeking \$100.00 for replacement. The landlord testified that the item was old and was only a part of a larger cabinet, as they were not able to take the full piece with them.

#25 Large plastic tote with 5 sorts of balls \$222.00

45. The tenants are seeking \$222.00 for the replacement of a large plastic tote containing youth volleyball, football, basketball, soccer ball and adults' basketball. The tenants submitted photographic evidence to support their claim (TT#15).

#26 Youth/junior wooden hockey stick \$104.00

46. The tenants are seeking \$104.00 for the replacement of a youth / junior wooden one-piece hockey stick, white-black with white tape. They testified that the stick was approximately three years old.

#27 Two steel frame dark grey wicker chair \$207.00

47. The tenants are seeking \$207.00 for the replacement of two steel frame dark grey chairs. They testified that it had a steel frame and stated that the chair was purchased used.

#28 Leather (light brown/tan) reclining chair \$575.00

48. The tenants are seeking \$575.00 for the replacement of a leather light brown/tan recliner chair. They testified that they purchased it less than one year ago through Facebook Marketplace for \$575.00.

Analysis

49. According to the Section 9-4 of the Policy, Compensation for Damage to Tenant's Personal Property, *at the hearing, the tenant should produce evidence showing:*

- *the costs they had incurred to repair or replace any damaged items,*
- *the condition and age of the damaged item, and*
- *that the damage was caused by the landlord negligence in failing to comply with statutory condition*

50. Section 47.(1) of the *Residential Tenancies Act, 2018* outlines the sorts of remedies the Director may order on hearing an application and subsection (f) reads:

Order of director

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

...

(f) directing a landlord to deliver to a tenant possession of personal property taken in contravention of this Act or the rental agreement or to compensate a tenant for the value of the personal property taken

51. I accept the tenants' testimony that they left some of their belongings in the shed, which formed part of their rental agreement, and that they used it in accordance with that agreement. I also accept that the tenants and landlords had agreed the tenants would return to retrieve their remaining possessions. I further accept that, despite attending the unit on two occasions, the tenants were unable to retrieve their belongings.

52. As the landlord did not submit a claim to this Tribunal within the required time frame to dispose of the tenants' possessions as per Section 31 of the Act, I find that the landlord is responsible to reimburse the value of the items left in the shed. I accept the tenants' testimony regarding the items listed, as the landlords were not present or represented at the hearing to dispute the claim. Each item will therefore be addressed as follows:

#1: Sidestep running board \$400.00

53. The tenants testified that they are seeking compensation for the cost of a full-length sidestep running board intended for installation on their truck. They stated that they purchased the part used through an online marketplace for \$400.00. However, they confirmed that the part was never installed on the vehicle. The tenants are seeking reimbursement for half the cost.

54. The tenants were asked to confirm the age of the part. They stated that they did not know its age, as it was purchased used through an online marketplace. The tenants stated that part was intended for installation on a Ram 1500 Classic and was purchased for \$400.00.

55. In accordance with Section 9.4 of Policy, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. As they failed to provide any such evidence, I find that their claim does not succeed.

#2: Set of 4 winter studded tires \$1500.00

56. The tenants are seeking reimbursement in the amount of \$1500.00 for a set of Goodyear Wrangler winter studded tires, which they stated were used for one season and were approximately one year old at the time. They testified that the tires were stored in the shed on the right-hand. They noted that each tire was approximately \$320.00. The tenants are seeking half of the price.

57. I accept the tenants' testimony that the Goodyear Wrangler winter studded tires were stored in the shed and were approximately one year old, having been used for one season. Therefore, I find that the landlord is responsible for the costs of replacement. The tenants did not provide receipts but stated that each tire was valued at approximately \$320.00.

58. Based on the research conducted on www.walmart.ca, I find that the amount of \$320.00 per tire is a reasonable estimate for the cost of new winter studded tires of this type. Therefore, the total estimated cost for a new set of four tires is \$1280.00 plus HST.

59. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. Depreciation was calculated based on a 33% reduction in value after one season of use, as supported by www.claimsheets.com. Applying this rate, I find that the reasonable depreciated value of the tires of \$1472.00 at the time of the claim is \$986.24.

60. The tenants' claim succeeds in the amount of \$986.24.

#3: Set of 4 all season tires \$1100.00

61. The tenants are seeking \$1100.00 for the replacement of a set of all season tires that were used on their 2020 Nissan Qashqai. They testified that the tires were purchased new last year and were used for one season. They are seeking compensation.

62. I accept the tenants' testimony that they owned a set of all season tires and stored them in the shed. Based on research conducted on www.walmart.ca, I find that the amount of \$235.00 per such a tire is reasonable. Including HST, the total cost for four tires is \$1081.00.

63. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. Applying a 33% depreciation rate, as supported by www.claimsheets.com, the depreciated value of the all season tires after one season of use is \$724.27.

64. The tenants' claim succeeds in the amount of \$724.27.

#4: Gas powered lawn mower \$515.00

65. The tenants are seeking reimbursement for a gas-powered lawn mower that was left in the shed. According to their testimony, the lawn mower was approximately one year old. The tenants acknowledged that they do not recall the exact purchase price of the mower, nor do they have a receipt confirming its original cost. However, the tenants indicated that they had searched online for a comparable replacement which they presented as a reasonable estimate of the value of the one they previously owned.

66. I accept the tenant's testimony that the gas-powered lawn mower was stored in the shed and was approximately one year old. Since the tenants did not provide the original receipt, model, or any specific details to help determine the value of the lawn mower, I conducted a research at www.canadiantire.ca and found that mid-range gas-powered lawn mowers typically cost around \$400.00 plus HST to purchase new.

67. The typical lifespan of gas-powered lawn mower is approximately seven years as per research conducted at www.gardentoolexpert.com. Since the mower was approximately 1 year old, the depreciated value from \$460.00 would be \$394.29.

68. The tenants' claim succeeds in the amount \$394.29.

#5: Gas can \$15.00

69. The tenants are seeking \$15.00 for the replacement of a gas can.

70. When asked to provide details such as the age, condition, or original cost of the item, the tenants failed to provide any supporting information.

71. As the tenants did not provide sufficient evidence to support their claim, I find that they have not met the burden of proof. Therefore, I find that the landlord is not responsible for the cost of the replacement.

72. The tenants' claim does not succeed.

#6: Trampoline \$460.00

73. The tenants are seeking reimbursement for the replacement of a trampoline. They submitted photographic evidence showing that they had a trampoline in their use and stated that it was approximately two years old. The tenants are claiming \$460.00 as the cost for a trampoline replacement.

74. I accept the tenants' testimony and the photographic evidence confirming that they owned a trampoline, which was stored in the shed. As the tenants did not provide further details to help determine the value, I conducted research on www.walmart.ca. Based on the listings, the average price of a mid-range trampoline is approximately \$400.00 plus HST.

75. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. After further research at www.trampolinemind.com, I found that the typical lifespan of a trampoline is approximately 6 years. Since the trampoline was already used for 2 years, I applied straight-line depreciation: total cost including HST \$460.00, depreciated value after 2 years - \$306.66.

76. Therefore, I find that the estimated value of the replacement of the trampoline is \$306.66.

77. The tenants' claim succeeds in the amount of \$306.66.

#7: Antique wooden rocking chair \$520.00

78. The tenants are seeking \$520.00 for the replacement of a wooden rocking chair. They stated that the chair was an antique, originally belonging to the tenant's grandmother, and included two removable cushions.

79. When asked about the age or other details to help determine its value, the tenants were unable to provide any further information. They also stated that the chair was not replaceable due to its sentimental and antique nature.

80. I accept the tenants' testimony that the wooden rocking chair was stored in the shed. However, as the tenants did not provide any specific details regarding the age and condition, stating that it was antique and belonged to their grandmother, I find it reasonable to conclude that it has likely reached or exceeded its typical lifespan. Therefore, I conclude that the landlord is not responsible for the cost of replacing the wooden rocking chair.

81. The tenants' claim does not succeed.

#8: Antique wicker rocking chair \$185.00

82. The tenants are seeking compensation for the replacement of a white rocking chair that was stored in the shed. They claim \$185.00 for its replacement.

83. They described the chair as belonging to their grandmother and stated it was of sentimental value. However, they were unable to provide any supporting evidence regarding the chair's age, condition, or original value—such as photographs, receipts, or other documentation.

84. I accept the tenants' testimony that the antique wicker rocking chair was stored in the shed. While I acknowledge the possibility that the chair may have had value due to its sentimental association, I find it reasonable to conclude that it has likely reached or exceeded its typical lifespan. Therefore, I conclude that the landlord is not responsible for the cost of replacing the antique wicker rocking chair.

85. The tenants' claim does not succeed.

#9: Wooden full sized drawer dresser \$1150.00

86. The tenants are seeking compensation for the replacement cost of a full-sized wooden dresser with drawers, without a mirror.

87. Based on the exhibit entered into evidence, I find it reasonable to conclude that the dresser was old and near the end of its lifespan. As the tenants failed to provide supporting evidence regarding its age and original value, I find it reasonable to award a nominal amount of \$50.00 for its replacement.

88. The tenant's claim succeeds in the amount \$50.00.

#10: Antique steel frame plastic egg chair \$668.00

89. The tenants are seeking \$668.00 for the replacement of a steel frame plastic egg chair, which they stated was inherited from the 1970s and originally belonged to the tenant's mother. They described the item as being in good condition.

90. I accept the tenants' testimony that the antique egg chair was stored in the shed and held personal value. I also accept their testimony that the chair was from 1970 and therefore was more than 50 years old and had likely reached or exceeded its typical lifespan. Therefore, I find that the landlord is not responsible for the cost of replacing the antique egg chair.

91. The tenants' claim does not succeed.

#11: Youth pedal bike \$253.00

92. The tenants are seeking compensation for the replacement of a youth bike, claiming it was approximately three years old. They are requesting \$253.00 for the replacement.

93. I accept the tenants' testimony that they left bike in the shed, and I also accept that they provided photographic evidence confirming ownership of the bike. Upon review of current pricing at www.walmart.ca, the average cost of a youth bike ranges from approximately \$200.00, depending on brand and features.

94. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. Considering the tenants stated the bike was three years old, I applied depreciation based on typical bicycle lifespan. According to the research at www.rocketcyclist.com, youth bicycles generally have a lifespan of 5 years, depending on usage, maintenance, and frame material. Therefore, I find the depreciated value of three-year-old youth bike to be \$80.00.

95. The tenants' claim succeeds in the amount of \$80.00.

#12: Steel frame mesh fabric lawn chairs (2) \$100.00

96. The tenants are seeking \$100.00 for the replacement of two steel frame mesh fabric lawn chairs, described as black and dark grey in color.

97. The tenants were unable to provide any supporting details, such as receipts, photographs, or information regarding the age or condition of the items in question.

98. In accordance with Section 9.4 of Policy, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. As they failed to provide any such evidence, I find that their claim does not succeed.

99. The tenants' claim does not succeed.

#13: Queen boxspring \$400.00

100. The tenants are seeking compensation for the replacement of a queen box spring, stating that it was approximately four years old at the time of the hearing.

101. I accept the exhibit entered into evidence showing that the tenants owned the queen boxspring and I also accept the tenants' testimony that the boxspring was four years old and that they left the boxspring in the shed upon vacating. Therefore, I find that the landlord is responsible for the replacement costs.

102. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. As the tenants failed to provide a cost they paid for queen boxspring, I conducted research. Based on research on current pricing from www.walmart.ca, the average cost of a queen box spring is approximately \$210.00 including HST. After conducting research on www.puffy.com I found that the average lifespan of a box spring is 10 years.

103. I accept the tenants' statement regarding the age of the boxspring, I used a straight-line depreciation, a four-year-old box spring would have a depreciated value of \$126.00. Therefore, I find \$126.00 to be a fair amount for the landlord to be responsible for.

104. Tenants' claim succeeds in the amount of \$126.00

#14: Basketball portable net \$1045.00

105. The tenants are seeking \$1045.00 for the replacement of a portable basketball net with a black plastic fillable wheeled base. They stated it was stored in a shed. The tenants testified that the item was approximately 2 years old and submitted photographic evidence confirming ownership.

106. I accept the exhibits entered into evidence confirming that the tenants owned a basketball portable net, and I also accept the tenants' testimony that it was approximately 2 years old and was left in the shed upon vacating. Therefore, I find that the landlord is responsible for the replacement costs.

107. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. To determine value of 2-year-old basketball net with a wheeled base is challenging due to numerous variables—these include the brand, storage methods, sun exposure, and general outdoor environmental conditions. The research conducted at www.aaastateofplay.com shows that backyard playsets—which share similar exposure and materials—typically last 10 to 15 years depending on the quality of materials and maintenance. Therefore, I find it is reasonable to determine that typical lifespan of the average basketball portable net is 12 years.

108. As the tenants failed to provide a receipt to show the cost of the original net, I conducted research from www.amazon.ca, showing that the average cost of a portable basketball net with a wheeled base is approximately \$200.00. Given that net was approximately two years old, and the typical lifespan of such equipment is 12 years, I find the depreciated value to be approximately \$166.68.

109. Therefore, the tenants' claim succeeds in the amount of \$166.68.

#15: Youth portable soccer net \$115.00

110. The tenants stated that they are seeking \$115.00 for a plastic, portable soccer net used for youth training. They testified that the net was approximately 3–4 years old at the time the tenants vacated. The tenants submitted photographic evidence to support their claim.

111. I accept the exhibit entered into evidence that shows the tenants owned a soccer net and I also accept the tenants' testimony that it was approximately 3–4 years old and was left in the shed upon vacating. Therefore, I find that the landlord is responsible for the replacement costs.

112. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. To determine value of 4-year old soccer net I conducted a research at www.allsportnetting.com showing that a lifespan of similar soccer nets is typically 6 years depending on the quality of materials and maintenance. Therefore, I find it is reasonable to determine that typical lifespan of the average soccer net is 6 years.

113. As the tenants failed to provide a receipt to show the cost of the original net, I conducted research at www.amazon.ca. I find that the average cost of a similar youth portable plastic soccer net is approximately \$100.00. Given that net was approximately four years old, and the typical lifespan of such equipment is 6 years, I find the depreciated value to be approximately \$33.32.

114. Therefore, the tenants' claim succeeds in the amount of \$33.32.

#16: Two wicker hanging plant holders with handles \$117.00

115. The tenants are seeking \$117.00 for two natural wicker hanging plant holders with handles, basket style. They stated that the items were approximately four years old.

116. In accordance with Section 9.4 of Policy, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. I find that the tenants failed to provide any sufficient details such as the condition of the items, their purchase date, or any other information that would allow me to determine their value after depreciation. No receipts, photographic evidence, or other supporting documentation were submitted.

117. As the tenants failed to provide any such evidence, I find that their claim does not succeed.

#17-19 Christmas decorations \$610.00

118. The tenants are seeking compensation for a seven-foot Christmas tree in its original box, with individual-colored branches and removable separate pieces, along with three boxes of Christmas decorations including balls, ornaments, beads, silver balls, crafts, glass wool,

and personalized items with names and dates. They also included a large box of bags and wrapping supplies for Christmas.

119. I accept that the tenants were able to show ownership of the Christmas tree and decorations through their photographic evidence and I also accept their testimony that the tree was approximately 35 years old and decorations were collected through the years that the items in question have sentimental value for the tenants. However, as they did not provide receipts or sufficient documentation to establish a specific monetary value and given that the tree was probably beyond a typical lifespan, I find it reasonable to award a nominal amount of \$100.00 for the Christmas decorations.

120. The tenants' claim succeeds in the amount of \$100.00.

#20 Two round plastic sleighs \$96.00

121. The tenants are seeking compensation for a round plastic sleigh with grey nylon strings, described as both a Christmas decoration and a children's toy. They stated that the replacement cost would be approximately \$96.00 and that the item was about 2 years old.

122. In accordance with Section 9.4 of Policy, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. While the tenants provided a general description and replacement cost, they did not provide receipts, photographs, or any other details to establish ownership or the condition of the items in question. Without sufficient evidence to determine the fair value of the sleigh after depreciation, I find that the tenants' claim for this item does not succeed.

123. The tenants' claim does not succeed.

#21 Set of 4 piece rubber basic car mats \$46.00

124. The tenants are seeking compensation for one set of four-piece front and back rubber/plastic car mats for a Nissan Qashqai 2020. They testified that the mats were less than one year old and are seeking \$46.00 for replacement.

125. I accept the tenants' testimony that they owned the plastic mats and that they were less than one year old and were left in the shed upon vacating. After research at www.amazon.ca, I found that the average cost of mats for a Nissan Qashqai 2020 is approximately \$50.00. Based on the research conducted at www.floormatreview.com, the lifespan of car mats varies on several factors, including the type of material, frequency of use, and geographical location. Taking these factors into account, I accept that the average lifespan of mats can reasonably be determined to be approximately 5 years. Taking depreciation into account, I find that the value of one year old car mats will be \$40.00.

126. The tenant's claim succeeds in the amount of \$40.00

#22 Youth outdoor basketball Backboard with spring loaded rim \$65.00

127. The tenants are seeking compensation in the amount of \$65.00 for a youth outdoor basketball backboard featuring a spring-loaded rim, approximately 7 inches, with a black and blue backboard, plastic material, orange rim, and white net.

128. I accept the tenants' testimony that they owned youth outdoor basketball backboard featuring a spring-loaded rim that was approximately 1 year old and was left in the shed upon vacating. Therefore, I find that the landlord is responsible for the replacement costs.

129. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. To determine value of 1-year old basketball net is challenging due to numerous variables—these include the brand, storage methods, sun exposure, and general outdoor environmental conditions. The research conducted at www.aaastateofplay.com shows that backyard playsets—which share similar exposure and materials—typically last 10 to 15 years depending on the quality of materials and maintenance. Therefore, I find it is reasonable to determine that typical lifespan of the average basketball portable net is 12 years.

130. As the tenants failed to provide a receipt to show the cost of the original net, I conducted research from www.amazon.ca, showing that the average cost for youth portable basketball hoops (including the backboard, rim, and net) typically fall within a price range of \$40.00 to \$80.00 for basic models. Given that the net was approximately one year old and the typical lifespan of such equipment is 12 years, I find the depreciated value to be approximately \$55.00.

131. Therefore, the tenants' claim succeeds in the amount of \$55.00.

#23 Half of sectional couch – 1 piece (2cushion) arm rest black leather \$400.00

132. The tenants are seeking compensation for a half-sectional couch, described as one piece with two cushions and an armrest in black leather. They testified that the replacement cost would be approximately \$400.00. The tenants further stated that they had purchased the sectional couch used for \$1000.00 and had it in their possession for two years.

133. I accept the exhibits entered into evidence confirming that the tenants owned the leather sectional couch. I also accept the tenants' testimony that they purchased the couch used on marketplace two years ago for \$1000.00 and left one half of it in the shed upon vacating. I note that the couch was purchased used, and the tenants could not provide evidence of its original age and condition. Additionally, the tenants left only half of the sectional in the shed, which further diminishes its residual value.

134. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. I accept that the tenants purchased a used leather couch, and research at www.bestleathercouches.com shows that the average lifespan of a leather couch is between 15 and 20 years. For the purpose of this calculation, I find it to be reasonable to apply a 17.5% annual depreciation rate for each year.

135. Applying depreciation at 17.5% per year, the value is reduced by 35% in total. This results in a depreciated value of \$650.00 for the full couch.

136. I also accept that the section of the couch that was left behind represented approximately 40% of the whole piece. Accordingly, I calculate 40% of the depreciated value, which results in an amount of \$260.00. I find that this represents a reasonable award for the portion of the leather couch after depreciation.

137. The tenant's claim succeeds in the amount of \$260.00.

#24 Shelf unit (top section) \$100.00

138. The tenants are seeking compensation for shelf furniture, described as the top section consisting of three drawers and one cabinet with two shelves, which they stated was made from cherry wood. They are seeking \$100.00 for replacement. The tenants testified that the item was old and was only a part of a larger cabinet, as they were not able to take the full piece with them.

139. In accordance with Section 9.4 of *Policy*, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. I accept the tenants' testimony that they owned the cherry wood shelf unit and that they left top section in the shed upon vacating. I also accept their explanation that the shelf unit was old. I find that the tenants failed to provide any sufficient details such as the condition of the item, their purchase date, or any other information that would allow me to determine their value after depreciation. No receipts, photographic evidence, or other supporting documentation were submitted.

140. Given the lack of supporting evidence, the uncertainty regarding age and actual value of whole piece of furniture, and the fact that the tenants are seeking compensation for the top section, I find it reasonable to award the tenants a nominal amount of \$20.00.

141. The tenant' claim succeeds in the amount of \$20.00.

#25 Large plastic tote with 5 sorts of balls \$222.00

142. The tenants are seeking \$222.00 for the replacement of a large plastic tote containing youth volleyball, football, basketball, soccer ball and adults' basketball. The tenants submitted photographic evidence to support their claim.

143. In accordance with Section 9.4 of *Policy*, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. I accept the exhibits entered into evidence showing that the tenants owned a different kind of balls and I also accept the tenants' testimony and that their average age is approximately two years. However, I find that the tenants failed to provide receipts or evidence of the amounts they paid for the balls at the time of purchase. I accept that the lifespan of such items typically depends on various factors, including storage conditions, frequency of use, and the materials from which they are made. In the absence of sufficient evidence, I am unable to apply a depreciation calculation in this case. However, as I accept that the tenants had the items listed and that they were approximately two years old, I find that a nominal amount of \$50.00 is reasonable in this situation.

144. The tenants' claim succeeds in the amount of \$50.00.

#26 Youth/junior wooden hockey stick \$104.00

145. The tenants are seeking \$104.00 for the replacement of a youth / junior wooden one-piece hockey stick, white-black with white tape. They testified that the stick was approximately three years old.

146. In accordance with Section 9.4 of *Policy*, as stated above, the onus was on the tenants to demonstrate ownership of the item, the proof of cost paid, the replacement cost, and details regarding its condition and age. I accept the tenants' testimony that they owned the hockey stick and that was three years old. However, sports equipment of this type depreciates

significantly over time, and it is difficult to establish a reliable value after three years of use. Considering the age and lack of receipts, I find it reasonable to award the tenants a nominal amount of \$20.00 for the hockey stick.

147. The tenant's claim succeeds in the amount of \$20.00.

#27 Two steel frame dark grey wicker chair \$207.00

148. The tenants are seeking \$207.00 for the replacement of two steel frame dark grey chairs. They testified that it had a steel frame and stated that the chair was purchased used.

149. I accept that the tenants testified they owned a wicker chair. However, they failed to provide evidence of the age, condition, or the actual cost they incurred when purchasing it. On the balance of probabilities, given that the item was purchased used and no supporting details were provided, I find it reasonable to determine that the chair was old and beyond its expected lifespan. Therefore, the claim for the wicker chairs does not succeed.

150. The tenants' claim does not succeed.

#28 Leather (light brown/tan) reclining chair \$575.00

151. The tenants are seeking \$575.00 for the replacement of a leather light brown/tan reclining chair. They testified that they purchased it less than one year ago through Facebook Marketplace for \$575.00.

152. In accordance with Section 9-5 of the Policy, the depreciation calculation shall be applied to determine an appropriate amount that should be awarded. I accept that the tenants' testimony they purchased a reclining chair on a marketplace. However, they did not provide supporting evidence such as proof of ownership, age or overall condition of the chair stating that it was already purchased used. Given the lack of details to determine its remaining lifespan and value, I find it reasonable to award a nominal amount of \$50.00.

153. The tenants' claim succeeds in the amount of \$50.00.

Decision

154. The tenants' claim for return of possessions succeeds in the amount of \$3412.46.

Issue #3: Hearing expenses \$56.24.

Relevant Submission

155. The tenants paid \$20.00 for the application fee and total of \$36.24 for prepaid registered mail services and are seeking reimbursement. The tenants submitted copies of the receipts to support their claim (TT#16,17,18).

Analysis

156. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs, general claimable costs may include \$20.00 filing fee and costs incurred in serving other party with the application or with evidence*, and therefore, as the tenants claim was successful as per paragraph 154, the tenants will be awarded with \$56.24.

Decision

157. The tenants claim for hearing expenses succeeds in the amount of \$56.24.

Summary of Decision

158. The tenants' claim for compensations paid for inconvenience does not succeed.

159. The tenants' claim for possessions returned succeeds in the amount of \$3412.46.

160. The tenants' claim for hearing expenses succeeds in the amount of \$56.32.

September 12, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office