

Residential Tenancies Tribunal

Applications: 2022 No. 0309 NL

Decision 22-0309-00

Jaclyn Casler
Adjudicator

Introduction

1. The hearing was called at 9:08 AM on 12 July 2022 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "landlord1", participated in the hearing.
3. The applicant, [REDACTED], hereinafter referred to as "landlord2", participated in the hearing.
4. The respondent, [REDACTED], hereinafter referred to as "the tenant", participated in the hearing.
5. An affidavit of service was provided by the landlords (L#1) confirming that the tenant was served by text of the claim against him. Screenshot proof of service by text was also provided (L#2).
6. The details of the claim were presented as an approximately four year rental agreement that terminated on or about 30 April 2022. Monthly rent was \$750.00 and a security deposit in the amount of \$200.00 was collected. No evidence of a written rental agreement was provided.
7. In a proceeding under the *Residential Tenancies Act*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. The standard of proof, in these proceedings, is referred to as the balance of probabilities which means the applicants have to establish that their account of events is more likely than not to have happened.

Issues before the Tribunal

8. The landlords are seeking the following:
- An order for compensation paid for damages in the amount of \$6,140.00;
 - An order for Other for rent to be paid in the amount of \$750.00;

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* (the *Act*).
10. Also relevant and considered in this case are sections 10 and 18 of the *Act* and:
- Residential Tenancies - Evidence
 - Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property

Preliminary Matters

11. The rental premises is a single family home located at [REDACTED] with a main floor and downstairs slab on grade rental unit. The tenant resided in the downstairs rental unit. The rental premises is next door to the landlords' home located at [REDACTED] in [REDACTED].
12. The applicant in any damage claim is required to provide and speak to the evidence (witness, documentary, or recorded) necessary to establish on the balance of probabilities that:
- That the damage they are claiming compensation, exists;
 - That the respondent is responsible for the reported damage through a willful or negligent act; and
 - The value to repair or replace the damaged item(s).
13. If and when damaged items pass the validity test of damages based on the balance of probabilities, actual compensation amounts are calculated in accordance with *Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property*. According to this policy, higher compensation is awarded for damage of newer items, less compensation is awarded for items considered to have exceeded their serviceable life.

Issue #1: Compensation for Damages (\$6,140.00)

Landlords' General Position

14. Landlord1 testified that he has owned the rental premises since he built it 30 years ago, and that the downstairs rental unit was comprehensively renovated 5 years ago with an all new bathroom.

15. Landlord2 testified that they delivered physical copies of all evidence to the Mount Pearl Residential Tenancies Office on Tuesday 05 July 2022. She also testified that the landlords had no current mailing address for the tenant and so they sent physical copies of evidence by registered mail (tracking) to the rental premises because they understood the neighbour would collect and provide mail on the tenant's behalf.
16. The landlords testified that there was no condition inspection report completed prior to the tenant taking occupancy or when he vacated the rental premises. Landlord2 referred to the photos she provided that were taken of the rental unit prior to the tenant taking occupancy as evidence of the rental units "executive" status (L#00).
17. The landlords submitted a damages spreadsheet related to their claim for compensation for damages in the amount of \$6,140.00 (L#3 see pages 3 and 4). They also submitted an invoice from the company SkillTech with a pre-tax total of \$6,140.00 (L#4) along with a quote with a taxes in total in the amount of \$6,037.50 (L#5). Both documents describe work related to painting and plastering through the rental unit as well as significant work required to the bathroom.
18. Each segment of their claim was reviewed during the hearing against relevant evidence submitted. Landlord1 testified that SkillTech has been paid to complete all work related to damages claimed.

Tenant's General Position

19. The tenant was contradictory in his testimony. He acknowledged receipt of the notice of hearing, and also stated that he received physical copies of the evidence as well. He then later testified that he had only received copies of the evidence the day prior, however, he also submitted an email after the hearing where he wrote that he received the evidence "last Thursday" which would have been 07 July 2022 (T# 1).
20. According to **Evidence** section of the **Residential Tenancies Guidance to Dispute Resolution**, parties are encouraged to share evidence at least 3 days prior to a hearing. 07 July 2022 is more than three days prior to 12 July 2022.

DAMAGE 1: BATHROOM (\$3,215.00)

Landlords' Position

21. The landlords submitted a damage claim in the amount of \$3,215.00 broken down as follows:
 - Plaster/Paint \$170.00
 - Vanity \$275.00
 - Bathtub \$700.00
 - Flooring \$120.00

- Tub Surround \$900.00
 - Carpenter \$600.00
 - Plumber \$450.00
22. Landlord 1 testified that the bathroom had to be painted because the tenant had painted it black and the vanity had to be replaced because it had paint spots in multiple locations. Various pictures of a damaged tub, a poorly painted bathroom, and a bathroom vanity with multiple paint marks were submitted (L#6 and L#7). Landlord1 testified that the tub had to be replaced because it was “melted”, and that the tub surround had to be removed in order to remove the tub. He also testified that there were costs for flooring in order to match the floor to the edge line of the new tub. The tub surround also had to be replaced once the original surround was removed. Labour costs for the carpenter and plumber were included in the claim above as charged to the landlords.
23. When asked if he provided invoices that specifically identified all the claimed costs related to work completed in the bathroom, landlord1 testified that his practice with Skilltech, the company he has ownership in and who completed the work, is to roll up all project costs into a total invoice that is charged to the client. This was the only invoice submitted to the tribunal (L#4).
24. Landlord1 testified that he had given permission to the tenant to paint the bedroom in the rental premises, not the bathroom.

Tenant’s Position

25. The tenant denied that the rental premises was an executive apartment. He testified that he was given permission to paint the rental unit by the landlords. He also testified that he painted the bathroom blue, not black and that he painted all walls back to the colours they were supposed to be prior to vacating the rental unit. Specific to the bathroom, the tenant referred to a photo submitted by the landlord (see page 32 (L#6)). This picture depicts a mostly yellow/green bathroom with blue paint around the ends of the vanity, moulding and mirror. The tenant testified that there was nothing wrong with the tub or the vanity when he vacated the rental unit.

Analysis

26. I accept that the landlords completely replaced their rental unit bathroom after the tenant vacated. I also accept their evidence and testimony that this need to completely renovate the bathroom was the direct result of the tenant’s occupancy of the rental unit, despite it being new prior to his occupancy. However the landlords failed to provide specific evidence of exact costs paid to complete the work in the bathroom. All that was provided was a general invoice from a company partly owned by the landlord that was paid to do the work.
27. Specific to the landlord’s claim for painting and plastering in the rental unit, I accept that they incurred unexpected costs for painting as a result of the tenant

twice painting (first blue/black the back to original colours). Unfortunately no specific invoice or hourly breakdown was provided related to painting of the bathroom so as to calculate any entitlement to compensation.

Decision

28. The landlord's claim for compensation for damages specific to the bathroom does not succeed in any amount.

DAMAGE 2: KITCHEN (\$665.00)

Landlords' Position

29. The landlords identified damages in the amount of \$665.00 related to the kitchen:
- Painted Microwave \$525.00
 - Electrician \$140.00
30. Landlord1 testified that the microwave above the stove had to be replaced because it looked like it was painted or melted (see page 17 in L# 6) and that an electrician was needed because there was black material (soot like) all in the track lights above the stove. As shown in the pre-occupancy photos (L#00) the kitchen was a nice executive kitchen.
31. Landlord2 testified that the lights were black with smoke (See page 5 in L#7) and she also submitted a written summary document to this tribunal that chronicled how she was informed by the upstairs tenant of smoke in the tenant's downstairs rental unit (L#8). Landlord2 also referred to the series of emails that she had received from the tenant in support of her testimony (L#9) however no specific examples were highlighted.
32. Landlord2 testified that there was smoke in the rental unit on the day the tenant was served a notice of termination, and that this smoke was the result of the tenant leaving something in the oven after he stormed off. More information on this notice of termination is provided in Issue 2 of this report. Landlord2 also testified that she tried to use her Master Key to access the tenant's rental unit on the day there was smoke, but the key did not work

Tenant's Position

33. The tenant denied there was anything wrong with the microwave or light.
34. The tenant testified that he cooks his own food and denied that he burnt anything on the day he was served notice of termination of his rental agreement. The tenant also denied that he left the rental premises on that day after he was served, as landlord2 had claimed. The tenant testified that he would open the windows any time he would cook.

35. The tenant acknowledged that the emails in L#9 were emails that he had sent, and testified that he needed time to review them to ensure they were complete and fair representations of emails he had sent.

Analysis

36. I reviewed the emails provided by the landlords regarding their communications with the tenant and made note of an email written on 18 April 2022 where the tenant wrote (see page 3/15 in L#9):

*And where do you have keys to enter the property?
I never given you keys to the new locks*

37. Clause 10(1)(6) of the *Act*, **Entry of Residential Premises** sets out the statutory obligation of both landlords and tenants to not alter locks on doors without mutual consent and reads as follows:

*6. Entry Doors
Except by mutual consent, neither the landlord nor the tenant shall, during the use or occupancy of the residential premises by the tenant, alter a lock or locking system on a door that gives entry to the residential premises.*

38. As such, I find that the tenant violated the above statutory condition when he changed the locks on his rental unit without permission or consent from the landlords. This is relevant to the claim for damage to the kitchen area as a result of landlord2's report of smoke after she was contacted by the main floor tenant of the rental premises. Landlord2 testified that she attempted to access the rental unit as she is permitted to do in case of emergency (possible fire) under 10(1)(5) of the *Act*.
39. If and where there was significant smoke, it is likely on the balance of probabilities that an over the stove microwave could become damaged and any lights over the stove could become clouded and need repair. However the landlords did not submit proof of purchase related to the purchase of a new microwave in the amount of \$525.00. Nor did they provide proof of specific costs related to the electrician in the amount of \$140.00. As such, their claim for compensation for kitchen damage does not succeed.

Decision

40. The landlords' claim for compensation related to the kitchen does not succeed.

DAMAGE #3: HARDWOOD FLOORS (\$1,700.00) **Landlords' Position**

41. Landlord1 testified that the tenant caused \$1700.00 in damages to the hardwood flooring throughout the rental unit. This flooring is red oak flooring that is 7 years old. Landlord2 testified that multiple pictures of damaged floor were submitted to this tribunal (L#7). Landlord1 referred to these photos to testify that there were marks, scratches paint splatters across all of the flooring in the rental unit. Landlord1 indicated that the costs for refinishing the floors was included in the invoice submitted from SkillTech (L#4).

Tenant's Position

42. The tenant testified that he did not mark up the floors significantly, and denied that there was paint splatters across the flooring. He testified that he used the drop cloth provided by the landlord whenever he painted the rental unit. The tenant referred to damaged flooring photos submitted by the landlord and testified that he saw blue and white paint on the floors and denied ever using blue or white paint while residing in the rental unit.
43. The tenant testified that he probably spent two weeks painting in the rental unit during the time he first painted all of the walls and then painted the walls back to their original colours.

Analysis

44. The tenant disputed the landlords' claims for damages and denied causing specific damage to the floors of the rental unit. I found however that the landlords were able to establish on the balance of probabilities that the tenant caused significant damage across the full extent of the flooring in the rental premises but they did not provide a specific invoice for costs incurred related to the floors. As such, their claim does not succeed as it lacked sufficient establishing documentary evidence.

Decision

45. The landlords' claim for compensation for damages related to flooring does not succeed.

DAMAGE#4: HALLWAY MOULDING (\$75.00)

Landlords' Position

46. Landlord2 testified that the tenant replaced the mouldings around the hall closet without permission and that the tenant used some form of cement with his installation of this molding. Picture of poorly installed moulding with a clumpy looking substance excessively slopped on the corner joints were provided (See page 6 in L# 6 and page 2 in L#7). A picture of leftover Platinum Patch exterior concrete was submitted (see page 1 in L#7). Landlord1 testified that this was the material that was slopped on the corner joints.

Tenant's Position

47. The tenant acknowledged that he removed and replaced the mouldings. He testified that he did this as a proactive measure because his cats scratched the moulding. The tenant testified that he did not seek permission from the landlords for making this change and that he did not paint the mouldings because they came white.

Analysis

48. The tenant agreed that he replaced mouldings without permission or direction and pictures provided by the landlords indicate that this work was done poorly. As such, the landlords' claim for compensation for damages succeeds in the amount claimed. Because the tenant did not dispute the claim and because the complete claim for the work appeared reasonable and likely, the landlords' claim succeeds in the amount claimed.

Decision

49. The landlords claim for compensation for damages to the hallway closet moulding succeeds in the amount of \$75.00.

DAMAGE # 5: PAINTING OF ALL WALLS AND CEILINGS (\$2000.00)

Landlords' Position

50. Landlord1 testified that this amount included all materials and represented a full week of work by two guys, so 80 hours of labour total. Landlord1 testified that professional painting was required after the unit was twice painted by the tenant. He also stated that ceiling had to be painted because the tenant did not paint neat lines on the top of the walls he painted. Landlord1 testified that the rental unit was last painted 5 years ago.
51. Photos provided prior to occupancy confirm that the rental premises had been professionally painted (L#00). Landlord2 referred to multiple photos submitted in L#6 and L#7 to establish the poorly and incomplete state of the rental unit paint job after the tenant vacated.

Tenant's Position

52. The tenant disputed that 80 hours of professional painting was required to complete the job. He also referred to photos submitted by the landlords (L#6 and L#7) and testified that he painted the major share of all walls back to their original colours. The tenant testified that he was a [REDACTED] student in [REDACTED] while residing in the rental unit and that he is not, and has never been a professional house painter.

Analysis

53. Where *Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property* specifies a 3 – 5 year serviceable life for paint jobs and it could be argued that in typical circumstances the rental unit was due to be painted. Specific to this dispute however, the tenant acknowledged that he twice painted the entirety of the rental unit and multiple pictures were provided of the incomplete and questionable state of this painting. As such, I find that the landlords successfully established their claim for entitlement to compensation.
54. According to *Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property*, the maximum hourly wage for painting \$23.20 an hour. Where landlord1 specified that 80 hours of painting occurred, this would mean a maximum claimable costs of \$1,856.00 (e.g., 80 x \$23.20).

Decision

55. The landlord's claim for compensation for painting succeeds in the amount of \$1,896.00.

DAMAGE 6: DUMP RUNS (\$450.00)

Landlords' Position

56. Landlord1 testified that he was required to remove a significant amount of items from the rental unit related to renovations completed. He testified that he also had to dispose of items left in the cat room and the fridge as well as other assorted items. Photos were provided of the back of a pickup truck loaded down with items destined for the dump (see page 24-25 in L#6). The landlord testified that the \$450.00 he claimed represented:
- dump fees from two loads taken to the dump
 - fuel for dump runs
 - 8 hours of labour related to the dump runs
57. Landlord1 indicated that the costs for the dump run is included in the invoice submitted for work completed, but acknowledged that no specific cost information was identified on the invoice (L#4).

Tenants Position

58. The tenant testified that he realized, when looking at pictures of the landlord's truck loaded to go to the dump, that landlord1 had disposed of his Oscilloscope and AC Power supply. He testified that these items were expensive tools. When asked if the landlords had contacted him after he vacated the rental premises, the tenant testified that he had blocked the landlord's phone number and that they had no way of contacting him. The tenant later stated that he had instructed the landlords to communicate with him by email only and suggested that they could have emailed him.

Analysis

59. I accept that the landlords had to take multiple trips to the dump as a result of damages related to the tenant's departure from the rental unit. However, I also accept that the landlords disposed of a tool of the tenants (e.g., the oscilloscope) without his knowledge or permission. In addition to that, I find that they landlords failed to establish on the balance probabilities, that they in fact incurred \$450.00 worth of costs related to these dump runs because they did not provide specific invoices related to costs incurred related to dump runs.

Decision

60. The landlords' claim for compensation related to dump runs does not succeed.

DAMAGE #7: CLEANING (\$600.00)

Landlords' Position

61. Landlord1 testified that 14 hours of cleaning was required in the rental premises, and that a significant amount of time was spent cleaning in the cat room (e.g., the hall closet). Landlord2 testified that she also spent two hours removing broken glass from the dishwasher, for which she submitted pictures (see page 3-4 in L#7).

Tenant's Position

62. The tenant testified that he has a main coon and a Himalayan/Siamese cat. He also testified that he always maintained the cat room and denied that that much cleaning would be required because his girlfriend helped him clean the rental unit.

Analysis

63. Considering the amount of painting and general renovations that were required after the tenant vacated the rental unit, the landlords successfully established that they incurred costs related to 14 hours of cleaning after they regained possession of the rental unit. According to *Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property*, the maximum hourly wage for cleaning is \$21.20 an hour. Where landlord1 specified that 14 hours of cleaning occurred, this would mean a maximum claimable costs of \$296.80 (e.g., 14 x \$21.20).

Decision

64. The landlord's claim for compensation for cleaning succeeds in the amount of \$296.80.

DAMAGES # 8: TABLE AND CHAIRS (\$350.00)

Landlords' Position

- 65. Landlord2 testified that the tenant intentionally damaged the metal table and chair set that had been left in the rental unit. She stated that she recalled the costs of this set new was \$350.00 when she purchased it for her daughters wedding 7 years ago. Pictures of the damaged and paint covered chairs were provided (see page 26 in L#6).
- 66. Landlord2 testified that the rental unit was meant to be unfurnished, but that they left the table and chair set along with a hutch in the rental unit because the tenant had asked them to leave the items for him. Landlord1 testified that the tenant threw the chairs out in the snow.

Tenant's Position

- 67. The tenant disputed receiving chairs and acknowledged that there had been a table in the unit. The tenant denied damaging either the table or chairs.

Analysis

- 68. I accept that the landlords believed the metal table and chair set left in the rental unit were permanently damaged after the tenant vacated the rental premises. However, the landlords failed to establish the state of the table and chairs prior to the tenant's occupancy of the rental unit, and they also failed to establish the replacement costs of the table and chairs as a component of the rental unit.

Decision

- 69. The landlords' claim for compensation for damage to a table and chair set does not succeed.

DAMAGES # 9: REPLACE ALL SWITCH PLATES AND PLUGS

Landlords' Position

- 70. Landlord1 testified that all of the electrical plates, switches and covers in the rental unit had to be replaced because they were covered in paint as a result of the tenant's twice painting the rental premises. Landlord2 referred pictures submitted of painted switches and outlets (see page 3 and 30 in L#6).

Tenant's Position

- 71. The tenant acknowledged that he damaged 1 plate with paint, but denied that he intentionally or specifically painted any switches or outlets around the rental unit. The tenant testified that he always removed them prior to painting and or taped them to avoid damage.

Analysis

72. The landlords failed to establish that they incurred \$60 in costs related to replacement of any switches or outlets. As such, their claim for compensation does not succeed.

Decision

73. The landlord's claim for compensation for replacement of light switches and outlets does not succeed.

DAMAGE # 10: LAUNDRY ROOM FAUCET (\$60.00)

Landlord's Position

74. Landlord1 testified that the faucet for the laundry connection was patched with tape when they regained possession of the rental premises. A picture was provided (see page 13 in L#6) and landlord1 testified that this facet had to be replaced. He stated that he believed these faucets were original to the house, so 30 years old.

Tenant's Position

75. The tenant testified that he observed the laundry connection points damaged and leaking when he removed his washing machine from the rental premises. He acknowledged that the tap broke when he tried to turn it off. The tenant testified that he bought a replacement tap and left it at the rental premises.

Analysis

76. I accept that the laundry facet was 30 years old and found to be broken. Because it was 30 years old, it has far exceeded its serviceable life and so the landlords' claim for compensation for costs does not succeed.

Decision

77. The landlords' claim for compensation for costs for broken laundry faucets does not succeed.

DAMAGE # 11: KITCHEN FLOOR PAINT SPILL \$80.00

Landlords' Position

78. Landlord2 testified that two hours of labour was required to clean paint spilled on the kitchen floor linoleum. A picture was provided of the spill (see page 7 in L#7).

Tenant's Position

79. The tenant denied leaving any significant paint spilled on the floor and testified that he cleaned everything before he left.

Analysis

80. Based on the landlords' evidence submitted regarding the tenant's painting and his related damage to other sections of floor, they successfully established on the balance of probabilities that the actions of the tenant caused the landlords to incur two hours of labour related to cleaning the kitchen linoleum floor.
81. According to *Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property*, the maximum hourly wage for cleaning is \$21.20 an hour. Where landlord2 specified that 2 hours of cleaning occurred, this would mean a maximum claimable costs of \$42.40 (e.g., 2 x \$21.20).

Decision

82. The landlords' claim for compensation succeeds in the amount of \$42.40.

DAMAGE # 12: ENTRANCE WAY PAINT SPILL \$40.00

Landlords' Position

83. Landlord2 testified that one hour of labour was required to clean paint spilled on the kitchen floor linoleum. A picture was provided of the spill (see page 15 in L#7).

Tenant's Position

84. The tenant denied leaving any significant paint spilled on the floor and testified that he cleaned everything before he left.

Analysis

85. Based on the landlords' evidence submitted regarding the tenant's painting and his related damage to other sections of floor, they successfully established on the balance of probabilities that the actions of the tenant caused the landlords to incur an hour of labour related to cleaning the entrance way linoleum floor.
86. According to *Residential Tenancies Policy 9-005 Depreciation and Life Expectancy of Property*, the maximum hourly wage for cleaning is \$21.20 an hour. Where landlord2 specified that 1 hours of cleaning occurred, this would mean a maximum claimable costs of \$21.20.

Decision

87. The landlords' claim for compensation succeeds in the amount of \$21.20.

DAMAGE#13: CAT ROOM FLOORING (\$60.00)

Landlords' Position

88. Landlord1 testified that he incurred costs of \$60.00 to clean and then replace the linoleum in the storage room because the storage room had been used as a cat room by the tenant for his two cats. Landlord2 referred to pictures of the cat room showing assorted cleaning materials and a notable amount of cat feces and litter left on the floor (see page 18 and 19 in L#7). Landlord2 acknowledged that they were fully aware of the tenant's cats and that the cats were permitted to reside in the rental premises.

Tenant's Position

89. The tenant denied that there was any damage to the flooring in the storage room despite using it for his cats' litter boxes. The tenant testified that the only notable item would be that the room was left dusty.

Analysis

90. The landlords successfully established on the balance of probabilities that actions of the tenant (e.g., using the storage room for his two cat's litterboxes) resulted in their having to replace the linoleum floor in the storage room. A review of the photos submitted by the landlords depicted an unsanitary situation whereby the flooring would need to be replaced before the storage room could again be used for storage. As such, their claim for \$60.00 for compensation for the full costs of replacing the floor, succeeds in the amount claimed.

Decision

91. The landlords' claim for compensation for storage room flooring succeeds in the amount of \$60.00.

Summary Decision - Issue # 1 Damages

92. The landlords' total claim for compensation for damages succeeds in the amount of \$2,391.40 (\$75.00 + \$1,896.00 + \$296.80 + \$42.40 + \$21.20 + \$60.00).

Issue # 2 – Compensation for Other (\$750.00)

Landlords' Position

93. Landlord2 explained that the compensation for **Other**, is the equivalent of rent in the amount of \$750.00 for the month of May 2022 as the landlords were unable

to rent the vacated premises because they were busy making necessary repairs. She further clarified that they secured a tenant from July 2022 onwards and also lost out on rent for June 2022 but that they were not seeking compensation for that month. Landlord2 referred to her emails as supporting evidence for her claims.

94. Landlord 1 explained how a section 18 notice of termination was issued to the tenant on 28 February 2022 (L#10). He testified that he served the notice personally to the tenant on the day that he was issued and that the identified move out date was 31 May 2022. Landlord1 also testified that the tenant displayed aggressive behaviour when he was served.

Tenant's Position

95. The tenant testified that he received the termination notice in early March and not on 28 February that is written on the Termination notice. The tenant spoke about how he believed he was evicted as retaliation for a December 2021 event that supposedly involved a representative of the company hired to complete the renovations in the rental premises. The tenant also spoke about how he called the police on landlord2 when she attempted to arrange for and follow through on a viewing of the rental premises.

Analysis

96. The landlords successfully established that the actions of the tenant resulted in their having to complete significant work in the rental premises and that this made for a delay in their ability to re-rent the rental premises. Additionally, a review of landlord and tenant emails (L#9) indicated that the tenant was prone to using aggressive and disrespectful language towards the landlords.
97. This language was also evident in a screenshotted text submitted by the tenant and referenced in paragraph 19. As an example of his behaviour, the tenant wrote on 02 March 2022 after receiving the landlords' notice of termination (T#1):

"I find your (sic) in person communication to be hostile, toxic and disrespectful. If you have any issues regarding the above, contract the residential tenancy, as I don't wish to hear from you, your husband, your family or anyone affiliated with you in person."

98. As an example of the significance of this statement, a review of emails provided by the landlords indicates that the tenant prevented the landlords from having new tenants view the rental premise. The tenant wrote on 18 April 2022 (see page 2 on L#9):

*"...try to pass me
If you can
Racist liners
Liars*

*You two know how to abuse people
You know what! Bring your viewers, I'll be here
If you show me something that allow you to enter to view as per the law,
I'll let you in. Otherwise. You'll be embarrassing yourselves. A notice to
enter doesn't work like you think it does.
I have no choice she says. Show where it is in the act that allows you to
do what you want to do. Just like something that allows you to give people
predated and improper notice.
Otherwise no one enters this place until I leave."*

AND

"I don't give you permission to enter the property."

99. Consequently, I found it highly likely that the actions of the tenant, regardless of damages caused, impaired the landlords' ability to establish future plans for the rental premises during the tenant's final month of occupancy in the rental premises.
100. Regarding the termination notice on file, with a stated move out date of 31 May 2022, I accept the tenant's testimony that the notice was issued in the start of May and not 28 February as landlord1 testified. In support of this, I also note that landlord2 wrote in her summary document dated 01 March 2022, that she indicates that Landlord1 served the tenant on 01 March 2022. This means that the section 18 termination notice issued to the tenant, was not a valid notice.
101. Nonetheless, the tenant chose to vacate the rental premises on or before 30 April 2022 and upon vacating, the landlords discovered that a significant amount of work was required (as discussed earlier in this report) and so they were not able to recover rent for May 2022. As such, I find that they are entitled to compensation in the amount of the one month of rent claimed.

Decision

102. The landlord's claim for compensation for **Other**, succeeds in the claimed amount of \$750.00

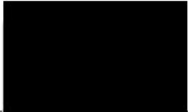
Summary of Decision

103. The landlords are entitled to a payment of \$3,141.40, determined as follows:

- a) Compensation for Damages..... \$2,391.40
- b) Other.....\$750.00
- c) Total.....\$3,141.40

27 July 2022

Date



Jaclyn Casler
Residential Tenancies Board