

Residential Tenancies Tribunal

Application 2023-0294-NL

Decision 23-0294-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:14 a.m. on 27-June-2023.
2. The applicants, [REDACTED] (applicant 1) and [REDACTED] (applicant 2), hereinafter referred to as "the landlords" attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as "the tenants" did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them by telephone 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 respondents fail 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. The landlord submitted 2 affidavits with their application stating that they had served the tenants with the notice of hearing electronically by text to: [REDACTED] and [REDACTED] on 14-June-2023 (LL#1 & 2). The landlord submitted pictures of text messages to show that the tenants received the document. In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.
5. There was a verbal month to month rental agreement that commenced on 1-July-2022. The tenants vacated on 31-December-2022. Rent was \$500.00 per month due on the first of the month. A security deposit in the amount of \$375.00 was paid in July-2022.
6. The landlord's amended their application to have the security deposit of \$375.00 applied against payment owed.

Issues before the Tribunal

7. The landlord is seeking:
 - a. Damages \$7590.00
 - b. Security deposit applied against monies owed \$375.00
 - c. Hearing expenses \$20.00

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 is the following section of the *Residential Tenancies Act, 2018*: Section 14; Security Deposit. Also relevant and considered is the following section of the *Residential Tenancies Policy Manual, Section 9: Claims for Damage to Rental Premises*.

Issue # 1: Damages \$7590.00

Relevant Submission

10. The landlord's testified that the tenants were responsible for damages to the rental unit and garbage was left at the unit after they vacated. They submitted invoices from [REDACTED] to support their claim (LL#3) as follows:

Labor and materials to make repairs to bathroom, room with the hot water tank, stairs and porch as follows:

Materials	\$1977.00
63 hrs labor x \$70.00 per hour	4410.00
Gas	200.00
Waste removal	160.00
HST	<u>843.00</u>
Total	\$7590.00

Landlord's Position

11. Applicant 1 testified that the wall in the bathroom had to come down due to a terrible smell. The subfloor and drywall had to be ripped to the studs. He testified that the toilet and vanity was ripped apart by the dog and had to be replaced. He stated that the stairs had serious scratches which had to be sanded down and refinished. The 5 steps of the staircase and the bannister had to be replaced. Applicant 1 also indicated that the porch was where the tenants mostly barricaded the dog and the flooring and drywall had to be replaced due to dog urine and feces. Applicant 1 stated that the dog destroyed the door to the porch with scratches and teeth marks.

Analysis

12. I asked the landlords what the age of the house was and they responded saying that the house was built in the 50's but was totally renovated within the past 10 years. The landlord's submitted photographs into evidence (LL#4, 5 and 6), to support their claims.

13. I find that the photographs are indicative of damage that would be caused by a dog and although there are no photographs to show the stairs or the damaged door, I accept that the work was done by a reputable company and charged appropriately to restore the property to the pre rental state.

Decision

14. I find the landlord's claim for damages succeeds in the amount of \$7590.00.

Issue # 2: Security Deposit applied against monies owed \$375.00

Analysis

15. The landlord's claim for losses has been successful as per paragraph 14, and they shall retain the deposit as per Section 14 of the *Residential Tenancies Act, 2018*, see below:

Security deposit

14. (10) Where a landlord believes he or she has a claim for all or part of the security deposit,

(a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or

(b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.

Decision

16. The landlords' claim to retain the security deposit against monies owed succeeds in the amount of \$375.00.

Issue # 3: Hearing Expenses \$20.00

17. The landlord paid a fee of \$20.00 to file the application (LL#7). As the landlord's claim has been successful, the tenants shall pay the \$20.00 fee.

Decision

18. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

19. The tenants shall:

Pay the landlord \$7235.00 as follows:

Damages	\$7590.00
Hearing expenses	20.00
Less: Security deposit.....	<u>(\$375.00)</u>
Total	<u>\$7235.00</u>

July 24, 2023

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office