

Residential Tenancies Tribunal

Application 2023-1037-NL

Decision 23-1037-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:56 p.m. on 20-November-2023.
2. The applicants, [REDACTED] (applicant 1) and [REDACTED] (applicant 2), hereinafter referred to as “the landlords” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I reached her at the beginning of the hearing however she disconnected the call. 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 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 she has been properly served. The landlord submitted an affidavit with their application stating that they served the tenant with the notice of the hearing electronically by email to; [REDACTED] on 2-November-2023 (LL#1). The landlord identified that she made an error on the affidavit and stated that she used the email address provided on the rental agreement; [REDACTED] and submitted proof of the sent email to the correct email address (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in her absence.
5. There was a written month to month rental agreement which commenced on 1-February-2018. The tenant vacated the unit on 20-October-2023. Rent was \$1150.00 per month, due on the first day of each month. A security deposit of \$865.00 was paid on 19-January-2018 and the landlords have \$845.00 in their possession.

Issues before the Tribunal

6. The landlords are seeking:
 - a. Rent paid \$1200.00
 - b. Late fees \$75.00
 - c. Compensation for inconvenience \$305.38
 - d. Compensation for damages \$11,758.80
 - e. Other \$1495.00
 - f. Security deposit applied monies owed \$845.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 15: Fee for failure to pay rent and Section 19: Notice where failure to pay rent. Also, relevant and considered are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises and Section 12-1: Recovery of Fees.

Issue # 1: Rent Paid \$1200.00

Landlord's Position

9. The landlords testified that partial rent for the month of September is outstanding in the amount of \$50.00 and the full monthly amount of \$1150.00 is outstanding for the month of October 2023. The landlords stated that they are seeking rent in the amount of \$1200.00.

Analysis

10. Non-payment of rent is a violation of the rental agreement. The landlord testified that there are rental arrears in the amount of \$1200.00. Rent is required to be paid by the tenant for the use and occupation of the rented premises. The tenant vacated the unit on 20-October-2023 and although the tenant was given a termination notice to vacate, it is reasonable for the tenant to pay for the landlord's loss of rent when the loss is incurred as a result of the tenant's actions.
11. I find that the tenant is responsible for outstanding rent in the amount of \$1200.00 for the period of 1-September to 31-October-2023.

Decision

12. The landlord's claim for rent paid succeeds in the amount of \$1200.00.

Issue # 2: Late Fees \$75.00

13. The landlords are seeking late fees in the amount of \$75.00.

Analysis

14. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) *Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.*

The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00

15. Residential Tenancies Policy 12-1; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF states;

Late Payment Fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

16. The landlords testified that rent has been in arrears since August 31, 2023. I find that the maximum allowable late fee of \$75.00 as set by the Minister is a legitimate charge based on the payment fee as stated above.

Decision

17. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue # 3: Compensation for Inconveniences \$305.38

Landlord's Position

18. The landlords are seeking \$305.38 for the cost of gas to drive back and forth to the rental premises for the period of 11-September – 23-October. The landlords submitted a ledger to support their claim (LL#3).
19. The landlords testified that they had to drive back and forth to the rental property for several reasons, some of which included serving both the eviction and notice of hearing notices, to conduct assessments of the condition of the property and biweekly drive-bys to check on the property. The landlords stated that they made daily trips to the property to clean and repair after they regained possession and frequent trips to *Residential Tenancies* for advice. The landlords stated that the rental unit is 32.9 km one way from their residence, and they are seeking 50% of their gas bill for the period of 11-September to 30-October.

Analysis

20. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Recovery of Fees*, gasoline costs associated with the service of documents to respondents and to frequent the *Residential Tenancies Office* is not covered as hearing expenses. Gasoline used to travel back and forth to the property to make repairs and clean can be awarded, however I am unable to determine what portion of the gas bill should be allocated for this reason. Also, further in the decision (item # 56) gasoline costs for trips back and forth to the property has been dealt with and monies awarded. For this reason, I find that the landlord is not successful in their claim for 50% of the gasoline costs for the period of 11-September – 30-October.

Decision

21. The landlords claim for inconvenience does not succeed.

Issue # 4: Compensation for Damages \$11,758.80

Relevant submissions

22. The landlords testified that there are extensive damages to the rental unit, and they submitted a list of damages to support their claim. The damage ledger is too large to include and will be attached to this document for review (LL#4).

Landlord's Position

23. The landlords testified that the attached list of items have been identified as damages / losses to the unit caused by negligence on the part of the tenant. The landlords stated that the following items were identified after the tenant vacated the unit on 20-October-2023. Note: items will be grouped together for simplicity. The landlord's position on each item is as follows:

Items 1-8: Fiba tape, plaster and paint (\$322.63) – Applicant 1 testified that there were holes in the walls that needed to be covered before plastering and painting could be completed. The landlords stated that they needed to use fiba tape to cover the holes and then plaster and paint. The landlords submitted photographs of the holes in the walls (pics 1, 3, 45, 48, 49 and 70) to support their claim. The landlords also submitted receipts for the products purchased (pic 215).

Item 9: Combo knob (\$137.00) – Applicant 1 testified that the outdoor lock had been changed by the tenant and they were not given a key. Applicant 1 stated that they changed the lock on 18-September when they realized that they could not access the unit. The landlords are seeking reimbursement of the cost of the combo knob. The landlords submitted a copy of the receipt to support their claim (pic 216).

Item # 10: Vinyl plank (\$1806.67) – Applicant 1 testified that the kitchen flooring was ripped, and the porch and bathroom flooring was in very poor condition. Applicant 1 testified that once they started to remove the flooring, they realized that all flooring had to be removed due to animal excrement and noted that the subfloor was soaked with urine. The landlords submitted photographs to support their claim (pics 177, 181, 185, and 189) and a copy of the receipt for the new vinyl flooring (pic 217).

Item # 11: Interior privacy knobs (\$83.46) – Applicant 1 testified that the dog chewed the interior doorknobs and 3 knobs needed to be replaced. The landlords submitted photographs to support their claim (pics 57 and 75) and a copy of the receipt (pic 218).

Item # 12: Exterior door box (\$343.85) – Applicant 1 testified that the front door was damaged as a result of being kicked in several times. The landlords submitted a photograph to show the condition of the door (pic 4) and a copy of the receipt showing the cost to purchase a new door box (pic 219).

Item # 13: Cleaning supplies (\$56.89) – Applicant 1 testified that cleaning products were needed to clean the unit and submitted a receipt to show the cost of the supplies (pic 220).

Item # 14: New keys - new locks changed by sheriff (\$13.77) – Applicant 1 testified that the new keys that the Sheriff put on the door were not working properly and new keys had to be cut to fit the lock properly. The landlords submitted a copy of the receipt to support their claim (pic 221).

Item # 15, 16, 43 & 52: Door stops (\$128.62) – Applicant 1 testified that doorstops were missing and needed to be replaced. The landlords submitted a photograph showing a missing door stop (pic 50) and submitted a copy of a receipt to support their claim (pic 221).

Item # 17 & 18: Paint for stairs / heaters (\$151.59) – Applicant 1 testified that they did not replace the carpet on the stairs but rather painted the steps and they also had to purchase paint to cover the heaters. The landlords submitted photographs to support their claim (pics 6, 13, 38, 39 and 40) and a copy of the receipt for paint (pic 221).

Item # 19: Thread seal tape for faucet (\$2.86) – Applicant 1 testified that the bathroom faucet was leaking under the vanity and thread seal tape was required. The landlords submitted a photograph to support their claim (pic 55) and a copy of the receipt (pic 221).

Item # 20: Light switches broken (\$16.43) – Applicant 1 testified that 6 light switches did not engage and needed to be replaced. The landlords submitted a copy of the receipt to support their claim (pic 221).

Item # 21: Shower head missing (\$37.48) – Applicant 1 testified that the shower head was missing and needed to be replaced. The landlords submitted a photograph to support their claim (pic 127) and a copy of the receipt (pic 221).

Items # 22 & 23: Mini rollers and frame (\$10.21) – Applicant 1 testified that the heaters needed to be painted and mini rollers and frames were required to complete the task. The landlords submitted photographs to support their claim (pics 6 and 13) and a copy of the receipt (pic 221).

Item # 24: Toilet seat hinge (\$6.20) – Applicant 1 testified that the toilet seat hinge was missing and needed to be replaced. The landlords submitted a photograph to support their claim (pic 128) and a copy of the receipt (pic 221).

Item # 25: Receptacles burned (\$9.17) – Applicant 1 testified that 1 receptacle was burned significantly and 3 others badly discolored. The landlords submitted photographs to support their claim (pics 12 and 160) and a copy of the receipt (pic 221).

Item # 26: latex gloves (\$3.78) – Applicant 1 testified that latex gloves were required for cleaning purposes. The landlords submitted a copy of the receipt (pic 221).

Item # 27 & 28: Drywall and plywood (\$102.79) – Applicant 1 testified that 2 sheets of drywall were required to repair walls and 1 sheet of plywood was needed for the bathroom floor. The landlords submitted a copy of the receipt (pic 221).

Item # 29: 2 interior doors (\$285.20) – Applicant 1 testified that 2 of the interior bedroom doors were damaged and had to be replaced. The landlords submitted photographs to support their claim (pics 74 and 78) and a copy of the receipt (pic 221).

Item # 30: Garbage pickup (\$25.00) – Applicant 1 testified that the tenant had a bulk pickup scheduled with the [REDACTED] for 30-October. Applicant 1 testified that she paid the \$25.00 fee requested from the Town. The landlords submitted a photograph of the garbage piled up in the front yard (pic 258) and a copy of the invoice (pic 222).

Item # 31 & 32: Hinge and doorknob (\$18.95) – Applicant 1 testified that a hinge was missing from the cupboard and a doorknob was missing from the closet bifold door. The landlords submitted photographs to support their claim (pics 26 and 72) and a copy of the receipts (pic 223).

Item # 33: Vanity light (\$36.21) – Applicant 1 testified that the shade of the vanity light was missing and needed to be replaced. The landlords submitted a photograph to support their claim (pic 98) and a copy of the receipt (pic 223).

Item # 34: 3 Window cranks (\$122.10) – Applicant 1 testified that 3 window cranks were missing and needed to be replaced. The landlords submitted a photograph to support their claim (pic 120) and a copy of the receipt (pic 223).

Item # 35: kitchen faucet (\$224.24) – Applicant 1 testified that the kitchen faucet was destroyed and wasn't attached any longer. The landlords submitted a photograph (picture 24) and a copy of the receipt (pic 223).

Item # 36, 37 & 39: cleaners (\$19.30) – Applicant 1 testified that cleaners were required, such as vinegar, bleach and mold solution. The landlord's submitted a copy of the receipts (pic 223).

Item # 38: Sink strains – not seeking compensation as items were returned.

Item # 40: Shower plug (\$3.76) – Applicant 1 testified that the pop-up shower plug was missing and needed to be replaced. The landlord's submitted a photograph (pic 52) and a copy of the receipt (pic 223).

Item # 41 & 42: Cleaning supplies (\$41.95) – Applicant 1 testified that additional cleaning supplies had to be purchased, such as paper towels and pinesol. The landlord's submitted a copy of the receipt (pic 224).

Item # 43: Door stops (\$57.44) – Applicant 1 testified that 5 additional doorstops were missing and needed to be replaced. The landlord's submitted a copy of the receipt (pic 224).

Item # 44: Privacy knobs (\$35.06) – Applicant 1 testified that the tenant had removed the privacy knob from the bathroom door, and it had to be replaced. The landlords submitted a copy of the receipt (pic 224).

Item # 45 & 46: nails (\$22.75) – Applicant 1 testified that nails had to be purchased to complete the repairs. The landlords submitted a copy of the receipt (pic 224).

Item # 47 - 49: New fridge, stove and shipping (\$1599.55) – Applicant 1 testified that the fridge had damage to the exterior and the interior. Applicant 1 stated that the inside rails that held the shelving in place was broken off and they could not be repaired or replaced. The landlords submitted photographs of the fridge to support their claim (pics 103, 157, 158 and 159). Also, the stove was not in working condition and the landlords stated that they were never notified that it was nonfunctional. The landlords are seeking the cost to purchase a new fridge and stove and the shipping fee to have them both delivered. The landlords submitted a copy of the receipts (pic 225).

Item # 50: Flooring (\$1149.70) – Applicant 1 testified that additional flooring had to be purchased once the repairs commenced. Applicant 1 stated that once the floors started to be pulled up, it was evident that all the floors had to be replaced due to animal excrement. The landlords submitted a copy of the receipts (pics 229 & 230).

Item # 51: Curtain rods to replace blinds (\$94.06) – Applicant 1 testified that all the blinds were destroyed and had to be taken down. Applicant 1 stated that she replaced the blinds with curtain rods and is seeking the cost of the rods only. The landlords submitted photographs to support their claim (pics 69 and 76) and a copy of the receipt (pic 231).

Item # 52: Door stoppers (\$18.91) – Applicant 1 testified that 6 door stoppers were missing and needed to be replaced. The landlords submitted a copy of the receipt (pic 231).

Item # 53: Sink stopper missing (\$9.13) – Applicant 1 testified that the sink stopper was missing and had to be replaced. The landlords submitted a copy of the receipt (pic 231).

Item # 54: Screws missing from door hinges (\$8.83) – Applicant 1 testified that the screws were missing from the door hinges and had to be replaced. The landlords submitted a copy of the receipt (pic 231).

Item # 55: toilet and gasket (\$189.04) – Applicant 1 testified that the toilet tank was cracked and needed to be replaced and the gasket underneath also needed to be replaced. The landlords submitted a photograph to support their claim (pic 89) and a copy of the receipt (pic 232).

Item # 56: Gas bill (\$93.00) – Applicant 1 testified that it cost \$93.00 in gasoline to drive back and forth to the rental unit to do repairs and also to the landfill with garbage.

Item # 57: Contractor fee (\$1500.00) – Applicant 1 testified that a contractor had to be hired to assist with completing the repairs. Applicant 1 stated that the contractor charged \$30.00 per hour and has completed 49 hours of work. The landlords submitted a written copy of the work completed from the Contractor (pic 235).

Item # 58-60: Baseboards and subfloor urine soaked (\$419.77) – Applicant 1 testified that they needed to purchase baseboards and a urine primer. The landlords submitted photographs to show the condition of the baseboards (pic 209) and a copy of the receipt (pic 233).

Item # 61: Paint brush for french door (\$6.89) – Applicant 1 testified that they needed to purchase a paint brush to paint the narrow strips between the window panes of the french door. The landlords submitted a copy of the receipt (pic 233).

Item # 62: Lock replaced by Sheriff don't fit door (\$14.70) – Applicant 1 testified that the lock replaced by the Sheriff did not fit the door plate. The landlords submitted a

photograph to support their claim (picture 161 and 162) and a copy of the receipt (pic 233).

Item # 63 & 64: Curtain and window film (\$43.62) – Applicant 1 testified that the shower door had 3 cracks and a hole in it. Applicant 1 stated that it needed a sticky film and a shower curtain. The landlords submitted photographs to support their claim (picture 91) and a copy of the receipt (pic 234).

Item # 65 & 66: Estimate on future repairs (\$2040.00) – Applicant 1 testified that the work was not completed up to the time the hearing was conducted, and applicant 1 stated that they had to rely on estimates to determine future costs. The landlords submitted a quote for an extra 49 hours of work at \$30.00 per hour for a total of \$1470.00 from the contractor and estimates another \$570.00 in self-labor which is roughly 25 hours. The landlords submitted a copy of the quote from the Contractor (pic 235).

Item # 67: Self-labor Oct 21-29 (\$1230.50) – The landlords testified that it has taken them 53.5 hours of self-labor at \$23.00 per hour to complete the work that has been done up to 29-October-2023.

Item # 68: Estimate for glass repairs in doors (\$522.59) - Applicant 1 testified that the french door and exterior door needs new glass, and they received an estimate to have the work completed. The landlords submitted a photograph to show the missing pane of glass in the french door (picture 2) and a quote to support their claim (pic 237).

Analysis

24. In accordance with *Residential Tenancies policy 9-3*, the applicants are required to show:

- *That the damage exists;*
- *That the respondents are responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

25. The landlords submitted a *rental premises condition report* identifying the property with a signature from the tenant on 30-January-2018 (pic 239). The damages listed above are undisputed claims and the landlords submitted an abundance of exhibits to support their claims and receipts to justify the amounts they are claiming. Based on the testimony of the applicants and all the exhibits entered into evidence, the items were analyzed, and life expectancy was taken into consideration where applicable. Some items will be grouped together for simplicity. See analysis below:

Items 1-9 (\$459.63): I find that there was a sufficient amount of evidence presented by the landlords to award them for the total amounts sought for items ranging from 1-9 on the damage's ledger. The photographs show that the damage exists, and the *premises condition report* shows that the damage did not exist prior to the tenancy. The landlords provided photographs to show the holes in the walls and receipts to show the cost to purchase the fiba tape, paint, plaster and mold primer. I accept the landlord's testimony that they had to purchase a combo knob to gain access to their unit and the receipt shows that cost to replace the knob. I find that the tenant shall pay the landlords \$459.63 for the costs of items 1-9 as per listed on the damage's ledger.

Item # 10: Vinyl plank (\$1806.67) - Applicant 1 testified that the kitchen flooring was ripped, and the porch and bathroom flooring was in very poor condition. I asked the landlords what the age of the flooring was and applicant 1 responded that the flooring was 10 years old. In accordance with Section 9-5 of the *Residential Tenancies Policy*

Manuel; Life expectancy of property, a good grade flooring has a life expectancy of 10 years. As the flooring was at the end of its life cycle, I find that the tenant is not responsible to replace the flooring and as such is not responsible to pay for the vinyl plank.

Item # 11: Interior privacy knobs (\$83.46) – Applicant 1 testified that the dog chewed the interior doorknobs and 3 knobs needed to be replaced. The photographs clearly show that the door knobs were chewed by a dog and as such, the tenant is responsible to replace the interior knobs at a cost of \$83.46.

Item # 12: Exterior door box (\$343.85) – Applicant 1 testified that the front door was damaged as a result of being kicked in several times. In accordance with *Residential Tenancies Policy 9.5*; Life expectancy and in viewing The National Association of Home Builders: study of life expectancy of home components, it is noted that an exterior steel door will last as long as the house exists. The landlords submitted a photograph to show the condition of the door box and it is evident that the damage was caused as a result of negligence. A copy of the receipt showing the cost to purchase a new door box was entered into evidence and as such, I find that that tenant is responsible for the cost to replace the door box at \$343.85.

Items 13, 26, 36, 37, 39, 41 & 42: Cleaners (\$121.92) – The landlords had to purchase several items to clean the premises. Based on the photographs that were submitted into evidence, it is reasonable to expect that different cleaners and cleaning supplies were needed to clean the premises. I find that the tenant is responsible for the cost to purchase cleaners and cleaning supplies in the amount of \$121.92.

Items 14 & 62: New keys and lock replaced by Sheriff (\$28.47) - Applicant 1 testified that the new lock that the Sheriff put on the front door was not working properly and new keys had to be cut to fit the lock properly. Also, applicant 1 testified that the lock replaced by the Sheriff did not fit the door plate properly and had to be replaced. I find that the previous Order (2023-0831-NL) dealt with any Sheriff's expenses and as such, will not be dealt with in this decision. I find that the tenant is not responsible for the replacement of keys or locks that were put in place by the Sheriff.

Item # 15, 16 & 52: Door stoppers (\$128.62) - Applicant 1 testified that doorstoppers were missing and needed to be replaced. The landlords submitted a photograph showing the door stoppers missing and based on the receipts, the tenant is responsible to replace the door stoppers at the cost of \$128.62.

Items 17-25: Paint for stairs and heaters, and other miscellaneous items (\$233.94) - Applicant 1 testified that they did not replace the carpet on the stairs but rather painted the steps and they also had to purchase paint to cover the heaters. Applicant 1 testified that the bathroom faucet was leaking under the vanity and thread seal tape was required. Applicant 1 testified that 6 light switches did not engage and needed to be replaced. Applicant 1 testified that the shower head was missing and needed to be replaced. Applicant 1 testified that mini rollers and frames were required to paint the heaters. Applicant 1 testified that the toilet seat hinge was missing and needed to be replaced. Applicant 1 testified that 1 receptacle was burned significantly and 3 others badly discolored. The landlords submitted photographs to support all those items and copies of receipts to support the claims. I find that the tenant is responsible for the total costs of all those items at \$233.94.

Items 27 & 28: Drywall and plywood (\$102.79) – Applicant 1 testified that 2 sheets of drywall were required to repair walls and 1 sheet of plywood was needed for the bathroom floor. Based on the photographs shown, I accept that drywall was needed to repair the walls and although the flooring was at the end of its life cycle in the unit, I

accept that the plywood was needed for the subfloor in the bathroom. I find that the tenant is responsible for the cost of drywall and plywood at \$102.79.

Item # 29: 2 interior doors (\$285.20) – Applicant 1 testified that 2 of the interior bedroom doors were damaged and had to be replaced. Based on the photographs, it is evident that the 2 interior doors had to be replaced and as such, I find that the tenant is responsible for the replacement costs of 2 interior doors at \$285.20.

Item # 30: Garbage pickup (\$25.00) – Applicant 1 testified that the tenant had a bulk pickup scheduled with the [REDACTED] for 30-October-2023. Applicant 1 testified that she paid the \$25.00 fee requested from the Town. I accept that the landlord was in a position where it was best to keep the appointment and get rid of the garbage. The photograph showed a lot of garbage, and it is reasonable to pay \$25.00 to have the Town take it away. I find that the tenant is responsible for the garbage pickup at \$25.00.

Item # 31 - 35: Hinge, doorknob & miscellaneous items (\$401.50) – Applicant 1 testified that a hinge was missing from the cupboard and a doorknob was missing from the closet bifold door. Applicant 1 testified that the shade on the vanity light was missing and needed to be replaced. Applicant 1 testified that 3 window cranks were also missing and needed to be replaced and the kitchen faucet was destroyed and wasn't attached any longer. The landlords submitted photographs to support all those items and copies of receipts to support the claims. I find that the tenant is responsible for the total costs of all those items at \$401.50.

Items 40, 44, 45 & 46: Shower plug, door knob and nails (\$61.57) – Applicant 1 testified that the pop-up shower plug was missing and needed to be replaced. Applicant 1 testified that the tenant had removed the privacy knob from the bathroom door, and it had to be replaced and Applicant 1 testified that nails had to be purchased to complete the repairs. The landlords submitted photographs to support all those items and copies of receipts to support the claims. I find that the tenant is responsible for the total costs of all those items at \$61.57.

Items 47 - 49: New fridge, stove and shipping (\$1599.55) – Applicant 1 testified that the fridge had damage to the exterior and the interior. Applicant 1 stated that the inside rails that held the shelving in place were broken off and they could not be repaired or replaced. I accept that the fridge was damaged, and it would be difficult to use it without shelving. In accordance with Section 9-5 of the *Residential Tenancies Policy Manual*; Life expectancy of Property, a refrigerator has a 12-year life expectancy. I asked the landlords the age of the fridge and they responded that the fridge was 10 years old. I find that the tenant shall be responsible for 20% of the cost to replace the refrigerator. The total cost of the fridge including shipping was \$857.85 ($\$734.85 + \123.00) $\times 20\% = \$171.57$. With regards to the stove, it was the same age as the refrigerator which was 10 years old and according to Section 9-5, the stove also has a 10-year life expectancy. I accept that the stove is not in working condition, but I am unable to determine if the stove broke due to negligence on the tenant's part or if it just ended its life early. For that reason, I am unable to award any monies for the stove or the shipping fee associated with the stove. I find that the tenant shall pay \$171.57 towards the cost to purchase and ship a new refrigerator.

Item # 50: Flooring (\$1149.70) – Applicant 1 testified that additional flooring had to be purchased once the repairs commenced. Applicant 1 stated that once the floors started to be pulled up, it was evident that all the flooring had to be replaced due to animal excrement. For the same reasons as per item # 10 as stated above, I am unable to award any compensation for replacement of flooring.

Items 51, 53, 54 & 55: Curtain rods, toilet and miscellaneous items (\$301.06) – Applicant 1 testified that all the blinds were destroyed and had to be taken down. Applicant 1 stated that she replaced the blinds with curtain rods and is seeking the cost of the rods only. Applicant 1 testified that the sink stopper was missing and had to be replaced. Applicant 1 testified that the screws were missing from the door hinges and had to be replaced and the toilet tank was cracked and needed to be replaced and the gasket underneath also needed to be replaced. The landlords submitted photographs to support all those items and copies of receipts to support the claims. I find that the tenant is responsible for the total costs of all those items at \$301.06.

Item # 56: Gas bill (\$93.00) – Applicant 1 testified that it cost \$93.00 in gasoline to drive back and forth to the rental unit to do repairs and also to the landfill with garbage. I am unable to determine the exact gas mileage to drive to and from the rental property to carry out all the repairs as listed above but I do accept that it took many trips and I also accept that \$93.00 is a reasonable cost to claim for gas mileage. I find that the tenant is responsible for the landlord's gas bill of \$93.00.

Item # 57: Hired contractor fee (\$1500.00) – Applicant 1 testified that a contractor had to be hired to assist with completing the repairs. Applicant 1 stated that the contractor charged \$30.00 per hour and has completed 49 hours of work. Based on the written copy of the work completed from the Contractor, I find that the tenant is responsible for the cost of the Contractor at \$1470.00 (49 x \$30.00).

Item # 58-60: Baseboards and subfloor urine soaked (\$419.77) - Applicant 1 testified that they needed to purchase baseboards and a urine primer. Based on the photographs submitted and receipts, I find that the tenant is responsible for the cost to replace the baseboards and the cost of the odor primer at \$419.77.

Item # 61: Paint brush for French door (\$6.89) – Applicant 1 testified that they needed to purchase a paint brush to paint the narrow strips between the window panes of the french door. Based on the photograph of the french door, I find that the tenant is responsible for the cost of the paint brush at \$6.89.

Item # 63 & 64: Curtain and window film (\$43.62) – Applicant 1 testified that the shower door had 3 cracks and a hole in it. Applicant 1 stated that it needed a sticky film and a shower curtain in order to use it. Based on the photographs submitted, I find that the tenant is responsible for the cost to make the shower usable. I find that the tenant is responsible for the items needed for the shower at \$43.62.

Item # 65 & 66: Estimate on future repairs (\$2040.00) – Applicant 1 testified that the work was not fully completed up to the time the hearing was conducted, and applicant 1 stated that they had to rely on estimates to determine future costs. The landlords submitted a quote for an extra 49 hours of work at \$30.00 per hour for a total of \$1470.00 from the contractor and estimates another \$570.00 in self-labor which is roughly 25 hours. Based on the contractors quote and the landlords estimate of what they have left to complete, I find that the tenant is responsible to pay for the work that is yet to be completed at \$2040.00.

Item # 67: Self-labor Oct 21-29 (\$1230.50) – The landlords testified that it has taken them 53.5 hours of self-labor at \$23.00 per hour to complete the work that has been done up to 29-October. Based on the landlord's work ledger, I find that the tenant is responsible for the landlord's self-labor in the amount of \$1230.50.

Item # 68: Estimate for glass repairs in doors (\$522.59) - Applicant 1 testified that the french door and exterior door needs new glass, and they received an estimate to have

the work completed. Based on the photographs, I find that the tenant is responsible for cost to replace the glass at \$522.59.

Decision

26. The landlords claim for damages succeeds in the amount of \$8546.48.

Issue # 5: Other \$1495.00

27. The landlords are seeking compensation in the amount of \$1495.30 to cover the following costs:

- Sheriff fees \$325.00
- Hearing expenses \$20.00
- Rent of November \$1150.00

Landlord's Position

28. The landlords testified that they incurred a cost to have the tenant removed from the unit in the amount of \$325.00 and they are seeking reimbursement of that amount. The landlords are also seeking reimbursement of the application fee of \$20.00, and they testified that the unit was not ready to rent in November due to the extent of the damages and they are seeking rent to be paid in the amount of \$1150.00.

Analysis

29. With regards to the Sheriff's fee of \$325.00, that issue was dealt with previously when an order of vacant possession was granted under application 2023-0831-NL. With regards to the hearing expenses of \$20.00, the landlords paid an application fee of \$20.00 to *Residential Tenancies* and they are seeking to have that reimbursed. The landlord's provided a copy of the application fee receipt (LL#5) and as the landlord's claim has been successful, the tenant shall pay the \$20.00. With regards to rent for the month of November, it is clear that the unit could not possibly be ready to rent for 1-November-2023 due to negligence on the part of the tenant and as such, I will award rent for the month of November.

30. I find that the tenant is responsible for the hearing fee of \$20.00 and rent in the amount of \$1150.00 for the month of November 2023.

Decision

31. The landlord's claim for "Other" succeeds in the amount of \$1170.00.

Issue # 6: Security Deposit applied against monies owed \$845.00.

Landlord's Position

32. The landlords are seeking to have the security deposit of \$865.00 less \$20.00 applied against monies owed as they were awarded \$20.00 in a previous decision.

Analysis

33. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14 (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.

- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
 - (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

34. The landlord's claim for losses has been successful as per paragraphs 12, 17, 26 and 31, and as such the security deposit shall be applied against monies owed.

Decision

35. The landlords claim to have the security deposit applied against monies owed succeeds in the amount of \$845.00.

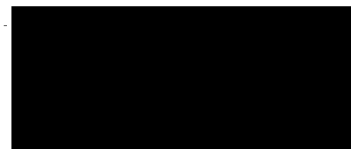
Summary of Decision

36. The tenant shall pay the landlord \$10146.48 as follows:

Rent paid	\$1200.00
Late fees	75.00
Damages	8546.48
Other	1170.00
Less security deposit	845.00
Total	\$10146.48

January 8, 2024

Date



Pamela Pennell
Residential Tenancies Office