

## **Residential Tenancies Tribunal**

Application 2024-0096-NL

Pamela Pennell  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:11 a.m. on 22-May-2024.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, *The Estate of* [REDACTED], represented by [REDACTED] (Solicitor), hereinafter referred to as "the tenant" attended by teleconference. Also, [REDACTED], *Administrator of The Estate of* [REDACTED] attended by teleconference.

### **Preliminary Matters**

4. The landlord submitted an affidavit with his application stating that he had served the respondent's representative with the notice of hearing electronically by email to: [REDACTED] on 20-February- 2024 (LL#1). The respondent's representative confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 1-October-2021. The tenant passed away on the 2-January-2024. Rent was \$900.00 per month, due on the first day of each month. A security deposit of \$450.00 was paid by the late tenant and is in the landlord's possession.
6. The applicant made some amendments to the original amounts sought for damages on the damages' ledger and those amendments will be individually identified below under the landlord's position. The landlord is seeking reimbursement for hearing expenses and also the disposition of the security deposit shall be dealt with in this decision.

### **Issues before the Tribunal**

7. The landlord is seeking:
  - a. Rent paid \$3150.00
  - b. Compensation for damages \$26470.00
  - c. Hearing expenses \$20.00
  - d. Security deposit applied against monies owed \$450.00

## 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 in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Compensation for Damages to Rented Premises, Section 9-5: Depreciation and Life Expectancy of Property, Section 11-2: Hearings – General Information and Section 12-1: Recovery of Costs.

### Issue # 1: Rent Paid \$3150.00

#### Relevant Submission

10. The landlord testified that rent was paid in full at the end of December 2023 and the tenancy ended abruptly on 2-January-2024 as the result of the tenant's death. The landlord stated that he is seeking rent to be paid in the amount of \$3150.00 for the months of January, February, March and ½ of April while the unit was undergoing restoration. See breakdown of rental ledger below:

Rental Ledger 2024-0096-NL			
Date	Action	Amount	Total
December 31, 2023	Balance	\$0.00	\$0.00
January 1, 2024	Rent due	\$900.00	\$900.00
February 1, 2024	Rent due	\$900.00	\$1,800.00
March 1, 2024	Rent due	\$900.00	\$2,700.00
April 1-15, 2024	Rent due	\$450.00	\$3,150.00

#### Landlord's Position

11. The landlord testified that the tenancy ended on 2-January-2024 as a result of the tenant's unexpected death and rent was not paid for that month. In addition to this, the landlord is also seeking rent to be paid for February, March and for 2 weeks in April as he was unable to rent the unit due to the nature and volume of work that needed to be completed in the unit and as such, incurred unexpected rental loss. The landlord testified that due to the extremity of the situation and the necessary remediation of the bathroom, he was unable to mitigate his losses until approximately the 15-April-2024 when the unit was ready to go back on the market. The landlord is seeking rent to be paid in the amount of \$3150.00 from 1-January to 15-April- 2024.

#### Respondent's Position

12. The respondent's representative did not dispute that rent was owing for the month of January 2024, however he did dispute that his client should be responsible for rent for any additional months. The respondent's representative stated that the landlord changed the locks which ended the tenancy and the respondent's representative also stated that his client was not made aware of when the remediation of the bathroom began and when it was completed and for those reasons his client should not be responsible for rent past the month of January 2024.

## Analysis

13. There is no dispute that rent is owed to the landlord for the month of January 2024. The only dispute is whether or not the landlord needed 2 and ½ additional months to complete the necessary work to restore the unit to the way it was prior to the tenancy. I accept the landlord's testimony that the bathroom needed to be totally restored which was completed by a professional company in the industry. There is a requirement to repair damages that are directly attributable to a tenant(s) actions. The landlord testified that it took time to get *BELFOR Property Restoration* on board and everything in the bathroom had to be stripped down to the studs including the removal of a portion of the subfloor. The landlord testified that products had to be ordered and installations had to be done and the work was not completed until the middle of April. I accept that the other damages claimed by the landlord could most likely be completed within a much shorter timeframe, however the landlord had no control over the remediation of the bathroom, the timeframe to have products ordered or the installations completed. Also, with regards to the landlord changing the locks, I accept his testimony that he was protecting the property at the time, and it was only for 3 days. For those reasons, I accept that the landlord incurred a loss of rental income for 3 and ½ months and landlords should not incur any loss in rental income due to damages caused by a tenant(s). I find that the respondent is responsible for the loss of rental income from 1-January to 15-April-2024 in the amount of \$3150.00.

## Decision

14. The landlord's claim for rent paid succeeds in the amount of \$3150.00.

### **Issue # 2: Compensation for Damages \$26470.00**

#### Relevant Submission

15. The landlord testified that there were damages / losses to the rental unit, and he submitted a *damages ledger* to support the claim (LL#2). The landlord broke down the damages ledger into 2 sections to show the *estimated costs* of damages caused to the bathroom and hallway as a result of the tenant's death and also the *estimated cost* of other damages caused by the late tenant during the tenancy. See copy of damages ledger below:

Belfor - Bathroom / Hallway remediation	6900
Flooring including sub floor	2000
Drywall / Plaster / Paint	3500
Electrical, Including vent fan and light fixtures	600
Plumbing - Rough in before drywall	420
Plumbing - Labour and Fixtures	2500
Trim Work, Including boxing out the window	1200
Door box and door, knob	800
Vanity	
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Total Estimated Costs	17920

Separate Damages to unit (Some discussed with Mike prior)	
Wall damages and holes in all rooms.	500
Scratches and dents all over	2500
Blinds in master bedroom	100
Counter corner broken	500
2 Window screens missing	200
Dehumidifier Soiled beyond repair	350
Eastrough downspot torn off and bent	400
lattice and wood added to raise the deck for privacy	300
New fence installed without permission to section back yard	500
All grass turned to mud from dogs.	2000
Hole in front lawn. Grass and fill missing	700
Heavy Cleaning required	500

**Total Estimated Costs** **8550**

### Landlord's Position

16. The landlord testified that there were damages to the bathroom and hallway as a result of the late tenant's death which cost \$15,420.00 (previously estimated in the damage's ledger at \$17,920.00). The landlord testified that there were other damages to the unit as well, some of which he had previously addressed with the late tenant in the amount of \$8,050.00 (previously estimated in the damage's ledger at \$8550.00). The landlord testified that he hired *BELFOR Property Restoration* to complete a total remediation of the bathroom and he submitted an *inspection report* from *Belfor* to support the claim (LL#3). The landlord testified that the work within the bathroom and other areas of the interior of the unit has been completed to date, however some of the exterior work is not yet completed. The landlord stated that the changes in the amounts sought for damages are due to the fact that quotes to have the work completed were higher in some instances than the actual costs incurred. The landlord stated that the total actual cost of all damages is \$23,470.00 and the landlord's position on each item is as follows:

**Item # 1: Belfor – Bathroom / Hallway remediation (\$6900.00)** – The landlord amended the amount sought for bathroom / hallway remediation from \$6900.00 as per the damage's ledger above to \$6,000.00 as the original quote was higher than the actual cost. The landlord testified that he hired *BELFOR Property Restoration* to remediate the bathroom so that it could be restored to the way it was prior to the tenancy, which meant that the bathroom had to undergo a total demolition. The landlord testified that it was not a normal demolition job and damage occurred during the demolition process causing additional damage to the electrical and plumbing. The landlord testified that the work involved removing the drywall, stripping out the vanity, toilet, mirror, flooring, door and door box, window box, light fixture and repairing the electrical and plumbing. The landlord is seeking the cost of \$6000.00 for the bathroom remediation and submitted an *inspection report* from *Belfor* to support the claim (LL#3).

**Item # 2: Flooring including sub floor (\$2000.00)** – The landlord testified that the bathroom floor and a portion of the subfloor within the bathroom area needed to be replaced and he also stated that roughly 7-8 feet of flooring outside the bathroom needed to be replaced as well. The landlord submitted a photograph within the *inspection report* to show that the flooring in the hallway was removed during the demolition to support the claim (LL#3, photo # 2). The landlord stated that he is seeking \$500.00 for materials and \$1500.00 for the labor charged to have the work completed. The landlord stated that the labor was higher than expected as the floor joists were damaged during the demolition.

**Item # 3: Drywall / plaster / paint (\$3500.00)** – The landlord amended the amount sought to install drywall, to plaster and to paint the bathroom from \$3500.00 as per the damage's ledger above to \$2500.00 as the original quote was higher than the actual cost. The landlord stated that it cost \$500.00 for the materials and \$2000.00 to have the work completed.

**Item # 4: Electrical, including vent fan & light fixture (\$600.00)** – The landlord testified that the electrical work including the installation of a vent fan and a light fixture for the bathroom cost \$300.00 for materials and \$300.00 for labor to complete the work.

**Item # 5: Plumbing – rough in, labor and fixtures (\$2920.00)** – The landlord amended the amount sought for plumbing including the costs for fixtures and labor from \$2920.00 as per the damage's ledger above to \$2420.00 as the original quote was higher than the actual cost. The landlord testified that the plumbing in the bathroom had to be roughed in and it cost roughly \$210.00 for materials and \$210.00 for labor to complete that portion of the work. The landlord testified that the vanity, toilet and taps cost \$750.00 and the labor to install them and complete the plumbing job cost an additional \$1250.00.

**Item # 6: Trim work, boxing out window, door box, door and knob (\$2000.00)** – The landlord amended the amount sought for the trim work, boxing out the door and window, and purchase of new door and knob from \$2000.00 as per the damage's ledger above to \$1900.00, as the original quote was higher than the actually cost. The landlord testified that the bathroom needed trim work including boxing out the window and the door on both sides, trim around the floor, and a new door with knob was required. The landlord testified that it cost \$620.00 for materials and \$1280.00 for labor to complete the work.

**Item # 7: Wall damages with holes in all rooms & scratches / dents (\$3000.00)** – The landlord testified that the walls within the unit were damaged with holes, scratches and dents. The landlord submitted an *inspection report* from *Belfor* which showed that there was a large wooden shelf on the wall used to hold several tools and there were a couple of large pictures hung (LL#3, photos #4 & #5). The landlord testified that the screws in the wall were huge which left a lot of holes in the wall that needed to be repaired. The landlord also testified that the other walls had scratches and dents that also needed to be repaired and painted. The landlord is seeking \$500.00 for plaster, paint and labor to fix the wall with the wooden shelf, and he is seeking an additional \$2500.00 to have the remainder of the walls in the unit repaired and painted.

**Item # 8: Blinds in master bedroom (\$100.00)** – The landlord testified that the blinds in the master bedroom were destroyed and needed to be replaced. The landlord stated that he is seeking \$100.00 for the cost to replace the blind.

**Item # 9: Counter corner broken (\$500.00)** – The landlord testified that the countertop had damages to it and needed to be replaced. The landlord is seeking \$500.00 to have the countertop replaced.

**Item # 10: 2 window screens missing (\$200.00)** – The landlord testified that 2 window screens were missing and needed to be replaced. The landlord is seeking \$200.00 to replace the screens.

**Item # 11: Dehumidifier soiled beyond repair (\$350.00)** – The landlord testified that the dehumidifier was damaged due to heavy smoke and blocked filters causing the fan to stop working. The landlord is seeking \$350.00 to replace the dehumidifier.

**Item # 12: Eastrough downspout torn off and bent (\$400.00)** - The landlord testified that the eastrough downspout was damaged and needed to be replaced. The landlord submitted an inspection report from Belfor showing a photograph of the exterior of the house prior to the tenancy to show that there wasn't any damage to the exterior (LL#3, photo # 1). The landlord is seeking \$400.00 for materials and labor to have the eastrough replaced.

**Item # 13: Lattice and wood added to raise the deck (\$300.00)** – The landlord testified that the late tenant extended the deck by adding lattice and wood to raise it. The landlord is seeking \$300.00 for labor costs to have it removed.

**Item #14: New fence installed to section backyard (\$500.00)** – The landlord testified that the late tenant installed a fence in the backyard to section off the area for his dogs. The landlord is seeking \$500.00 in labor costs to have the fence removed.

**Item # 15: All grass turned to mud from dogs (\$2000.00)** – The landlord testified that the late tenant had dogs that destroyed the grass in the backyard causing it to turn to mud. The landlord states that the area needs to be cleaned, raked and repaired. The landlord stated that the work is not completed to date as it is too early for topsoil and sods. The landlord is seeking \$2000.00 for the cost of materials and labor to have the grass repaired.

**Item # 16: Hole in front lawn (\$700.00)** – The landlord amended the amount sought to have the hole in the front lawn repaired from \$700.00 as per the damage's ledger above to \$200.00 as the original quote was higher than what it will most likely cost. The landlord testified that the late tenant frequently parked his vehicle on the grass which caused a hole in the front lawn. The landlord stated that the area needs to be repaired and he is seeking \$200.00 for the cost of materials and labor to have the hole repaired.

**Item # 17: Cleaning (\$500.00)** - The landlord testified that the unit was excessively dirty, and it took 4 people approximately 4 hours to complete a deep clean. The landlord submitted an *inspection report* from *Belfor* that had photographs to show the condition of the unit (LL#3, photos # 2-7). The landlord stated that he is seeking \$500.00 for the cost to hire a cleaning person to complete the work.

#### Respondent's Position

17. The respondent's representative agreed that the remediation of the bathroom was necessary, and he did not dispute that the work was required; however, he did dispute that the work relating to the electrical and the plumbing were the responsibility of his client, and he also disputed some of the other damages claimed. The respondent's representative disputed most of the costs associated with completing the work as he was not privy to photographs and / or the official receipts or invoices. The respondent's representative confirmed that he did receive the *inspection report* from *Belfor* prior to the hearing. The respondent's representative and / or the *administrator of the estate's* position on each item is as follows:

**Item # 1: Belfor – Bathroom / Hallway remediation (\$6900.00)** – The landlord amended the amount sought for the bathroom remediation from \$6900.00 as per the damage's ledger above to \$6,000.00 as the original quote was higher than the actual cost. The respondent's representative did not dispute that the bathroom needed to be restored and that the demolition was required. The respondent's representative did however dispute that his client should be responsible for any plumbing or electrical issues as those pipes and / or wires were located inside the wall and were not exposed to anything that transpired within the bathroom area. The respondent's representative stated that his client is willing to pay for 75% of the work completed by *Belfor* and he

expressed concern that the landlord had an insurance claim started that would be compensating him for the same damages.

**Item # 2: Flooring including sub floor (\$2000.00)** – The landlord testified that the bathroom floor and a portion of the subfloor in the bathroom area needed to be replaced and he also stated that roughly 7-8 feet of the flooring outside the bathroom needed to be replaced as well. The respondent's representative did not dispute that the flooring in the bathroom had to be replaced, however he did dispute that the flooring in the hallway needed to be replaced and he disputed the amounts claimed for materials and labor as he did not receive any copies of receipts or invoices.

**Item # 3: Drywall / plaster / paint (\$3500.00)** – The landlord amended the amount sought to install drywall, to plaster and to paint the bathroom from \$3500.00 as per the damage's ledger above to \$2500.00 as the original quote was higher than the actual cost. The landlord stated that it cost \$500.00 for the materials and \$2000.00 to have the work completed. The respondent's representative did not dispute that the work needed to be done, however he did dispute the amount claimed as he did not receive any copies of receipts or invoices. The respondent's representative stated that he recently installed a bathroom of larger dimensions in his Office, and it cost \$3000 to complete all the work.

**Item # 4: Electrical, including vent fan & light fixture (\$600.00)** – The landlord testified that the electrical work including the installation of a vent fan and a light fixture for the bathroom cost \$300.00 for materials and \$300.00 for labor to complete the work. The respondent's representative did not dispute that an electrician was needed to install a vent fan and the light fixture, however he did dispute that it cost \$600.00 as he did not receive a copy of any receipts or invoices. The respondent's representative stated that he had similar work completed at his Office and it cost \$170.00.

**Item # 5: Plumbing – rough in, labor and fixtures (\$2920.00)** – The landlord amended the amount sought for plumbing including the fixtures and labor from \$2920.00 as per the damage's ledger above to \$2420.00 as the original quote was higher than the actual cost. The landlord testified that the plumbing in the bathroom had to be roughed in and it cost approximately \$210.00 for materials and \$210.00 for labor to complete that portion of the work. The landlord testified that the vanity, toilet and taps cost \$750.00 and the labor to install them and complete the plumbing job cost an additional \$1250.00. The respondent's representative disputed that any damage to the plumbing was the responsibility of his client and should be the responsibility of Belfor. The respondent's representative also disputed the costs claimed as he did not receive a copy of any receipts or invoices.

**Item # 6: Trim work, boxing out the window, door box, door and knob (\$2000.00)** – The landlord amended the amount sought for the trim work, and the cost of a new door and knob from \$2000.00 as per the damage's ledger above to \$1900.00 as the original quote was higher than the actual cost. The landlord testified that the bathroom needed trim work including boxing out the window, boxing out the door on both sides, trim around the bathroom floor and installing a new door and knob. The landlord testified that it cost \$620.00 for materials and \$1280.00 for approximately 2 days of labor to complete the work. The respondent's representative did not dispute that the work needed to be completed, however he did dispute the costs claimed as he did not receive any copies of receipts or invoices, and he also disputed the length of time claimed to complete the job. The respondent's representative stated that it should have only taken a couple of hours to do the work.

**Item # 7: Wall damages with holes in all rooms & scratches / dents (\$3000.00)** – The landlord testified that the walls within the unit were damaged with holes,

scratches and dents. The landlord submitted an *inspection report* from *Belfor* which showed that there was a large wooden shelf on the wall used to hold several tools and there were a couple of large pictures hung. The *administrator of the estate* testified that she was aware of the condition of the walls, and she did not dispute that there were some holes, scratches and dents in the walls that needed repair, however she testified that the son of the late tenant plastered all the damaged areas on the walls in preparation for painting. The respondent's representative disputes the amount claimed to plaster and paint as he did not receive a copy of any receipts or invoices.

**Item # 8: Blinds in master bedroom (\$100.00)** – The landlord testified that the blinds in the master bedroom were destroyed and needed to be replaced. The respondent's representative did not dispute that the blinds were damaged during the tenancy, nor did he dispute the amount claimed.

**Item # 9: Counter corner broken (\$500.00)** – The landlord testified that the countertop had damages to it and needed to be replaced. The *administrator of the estate* testified that she frequented the unit and sometimes cleaned the unit for the late tenant, and she had never noticed any damage to the countertop. The respondent's representative disputed that the damage exists and the cost to repair as he did not receive any photographs to show the damage or any copies of receipts or invoices.

**Item # 10: 2 window screens missing (\$200.00)** – The landlord testified that 2 window screens were missing and needed to be replaced. The respondent's representative did not dispute that the screens were missing however he did dispute that it cost \$200.00 to replace them and stated that a screen would most likely cost roughly \$50.00.

**Item # 11: Dehumidifier soiled beyond repair (\$350.00)** – The landlord testified that the dehumidifier was damaged due to heavy smoke and blocked filters causing the fan to stop working. The *administrator of the estate* testified that she frequented the unit and sometimes cleaned the unit for the late tenant, and she had never noticed a dehumidifier in the unit. The respondent's representative disputed that the damage exists and the cost to replace as he did not receive any photographs to show the damage and he did not receive a copy of a receipt to show the cost to replace the dehumidifier.

**Item # 12: Eastrough downspout torn off and bent (\$400.00)** - The landlord testified that the eastrough downspout was damaged and needed to be replaced. The respondent's representative disputed that the damage exists as he did not receive any photographs to show the damage and he disputed the amount claimed as he did not receive a copy of any receipts to show the cost of materials and labor to replace the eastrough.

**Item # 13: Lattice and wood added to raise the deck (\$300.00)** – The landlord testified that the late tenant extended the deck by adding lattice and wood to raise it. The respondent's representative did not dispute that the late tenant had made alterations to the deck and stated that the extension was for privacy, however he did dispute the amount sought for labor to complete the work as he did not receive a copy of an invoice.

**Item #14: New fence installed to section backyard (\$500.00)** – The landlord testified that the late tenant installed a fence in the backyard to section off the area for his dogs. The respondent's representative did not dispute that the late tenant had installed the fence and stated that it was installed with permission from the landlord. The respondent's representative did however dispute the amount sought for labor to complete the work as he did not receive a copy of an invoice.

**Item # 15: All grass turned to mud from dogs (\$2000.00)** – The landlord testified that the late tenant had dogs that destroyed the grass in the backyard causing it to turn to mud. The respondent's representative did not dispute that there was damage to the backyard caused by dogs, however he disputed that the damage was caused by the late tenant's dogs as the tenants in the unit upstairs also had 3 dogs that shared the space. The respondent's representative also disputed the amount sought for materials and labor to complete the work as he did not receive a copy of a quote to have the work completed.

**Item # 16: Hole in front lawn (\$700.00)** – The landlord amended the amount sought to have the hole in the front lawn repaired from \$700.00 as per the damage's ledger above to \$200.00 as the original quote was higher than what it will most likely cost. The landlord testified that the late tenant frequently parked his vehicle on the grass which caused a hole in the front lawn. The landlord stated that the area needs to be repaired and he is seeking \$200.00 for the cost of materials and labor to have the hole repaired. The *administrator of the estate* testified that she frequented the unit and she had never noticed the late tenant's vehicle on the lawn and stated that the driveway had plenty of room for him to park his truck. The respondent's representative disputed that the damage exists as he did not receive any photographs to show the damage and he did not receive a copy of a quote to show the cost to repair the damage.

**Item # 17: Cleaning (\$500.00)** - The landlord testified that the unit was excessively dirty and needed a deep clean. The landlord testified that it took 4 cleaners approximately 4 hours to complete the work. The respondent's representative did not dispute that the unit needed to be cleaned, however he disputed the amount claimed as he did not receive a copy of an invoice to show the cost to complete the work.

## Analysis

18. In accordance with the *Residential Tenancies Policy* 9-3: Compensation for Damages to Rental Premises, the applicant is required to show:

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

19. I accepted testimony from both parties, however I was unable to accept the evidence (photographs) submitted by the applicant prior to the hearing except for the *inspection report form* from Belfor as the respondent did not receive any of the applicant's evidence other than that report. In accordance with Section 11-2 of the *Residential Tenancies Policy*: Hearings – General Information, documentary or recorded exhibits should be provided to the other party no less than 3 days before the schedule hearing. This allows the respondent time to prepare for the hearing and to build a defense. I gave the respondent's representative and the *administrator of the estate* an opportunity to speak on each item as captured in the *Respondents' Position* above. For the purpose of this decision, the items are analyzed as follows:

**Item # 1: Belfor – Bathroom / Hallway remediation (\$6900.00)** – The landlord amended the amount sought for the bathroom / hallway remediation from \$6900.00 as per the damage's ledger above to \$6,000.00 as the original quote was higher than the actual cost. The respondent's representative did not dispute that the bathroom needed to be restored and that the demolition was required, however he did dispute that his client should be responsible for any plumbing or electrical issues as those pipes and / or wires were located inside the wall and were not exposed to anything that transpired within the bathroom area. The respondent's representative stated that his client is willing

to pay for 75% of the work completed by *Belfor* and he expressed concern that the landlord had an insurance claim started that would be compensating him for the same damages. Firstly, I asked the landlord to confirm whether or not there was an insurance claim made and if he will be settling with the insurance company in question. The landlord responded that he did initially file an insurance claim and received a file number but has since cancelled that file as it will affect his future premiums. Secondly, I asked the landlord why *Belfor* had to replace the plumbing and the electrical as they are located inside the walls, and I also asked the age of the plumbing and the electrical. The landlord responded that the demolition was not a normal demolition and that the workers with *Belfor* had to remove the vanity and the toilet in a manner whereby the plumbing and the electrical were compromised. The landlord testified that the house was totally renovated 4 years ago with new plumbing and new electrical in the bathroom and the landlord stated that the damage to the plumbing and the electrical was inevitable based on the circumstances and the manner in which the demolition had to be done. Based on the photographs from the *inspection report*, I accept that the job at hand was extremely difficult and did not fall under the definition of a normal demolition. The respondent's representative stated that *Belfor* are professionals in the field of remediation and that he felt that the electrical and the plumbing did not need to be damaged and ultimately replaced. I accept that *Belfor* are professionals in the industry and if they could have completed the work without causing the damage to the electrical and the plumbing that they certainly would have and for that reason, I find that the respondent is responsible for 100% of the cost to remediate the bathroom / hallway at \$6000.00 as sought by the landlord.

**Item # 2: Flooring including sub floor (\$2000.00)** – The landlord testified that the bathroom floor and a portion of the subfloor in the bathroom area needed to be replaced and he stated that roughly 7-8 feet of flooring outside the bathroom also needed to be replaced. The respondent's representative did not dispute that the flooring and a portion of the subfloor in the bathroom needed to be replaced; however, he did dispute that the flooring in the hallway needed to be replaced, and he disputed the amount claimed as he did not receive any copies of receipts or invoices. Based on the photographs in the *inspection report* and based on the landlord's testimony that the removal of the floor was part of the demolition, I accept that the work was necessary including the removal of the flooring in the hallway. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show the value to replace or repair the damage, however given that the respondent's representative is not disputing most of the claim, I find that an award of some amount is warranted. I took the time to research the cost of flooring and the rates charged to install flooring to make a fair and equitable award for the purpose of this decision. Research shows that the average cost of bathroom flooring including labor costs are \$14.45 per square foot. (*Note: Research has been taken from www.homedepot.com*). I am unaware of the size of the square footage of the bathroom however based on the photographs, I estimate the total area to be roughly 80 square feet which equates to approximately \$1156.00 (80 sq ft x \$14.45). I accept that it cost roughly \$1156.00 to purchase the flooring and to pay for the labor to install the flooring. I also have to take into consideration the cost of the materials for a portion of the subfloor and the labor to install the subfloor and the 7-8 feet of flooring needed for the hallway. Based on the research showing the average costs of flooring and labor, I accept that it is not unreasonable to expect that the total materials and labor cost would be \$2000.00 and for that reason, I find that the respondent is responsible for the cost to replace the flooring in the bathroom, a portion of the subfloor in the bathroom area and roughly 7-8 feet of flooring in the hallway at \$2000.00 as sought by the landlord.

**Item # 3: Drywall / plaster / paint (\$3500.00)** – The landlord amended the amount sought to install drywall, to plaster and to paint the bathroom from \$3500.00 as per the damage's ledger above to \$2500.00 as the original quote was higher than the actual cost. The respondent's representative did not dispute that his client was responsible for

the cost to have the work completed, however he disputed the amounts claimed by the landlord. The respondent's representative stated that he just installed a bathroom in his Office, and it cost \$3000 to complete the work, unfortunately I have no basis to compare both jobs. Based on the photographs in the *inspection report* and based on the landlord's testimony, I accept that the work needed to be done and given that the respondent's representative did not dispute that, I find that an award of some amount is warranted. Research shows that the average cost for drywall installed is \$2.50 per square foot, to plaster a room is \$10.00 per square foot and the cost to paint is \$4.00 per square foot. (*Note: Research has been taken from www.homeguide.com*). I am unaware of the size of the square footage of the bathroom, however based on the photographs, I estimate the total area to be roughly 80 square feet which equates to \$1320.00 not factoring in the ceiling. Based on those amounts, I accept that it is not unreasonable to expect that the total materials and labor cost would be \$2500.00 given that the ceiling needed to be done as well and for those reasons, I find that the respondent is responsible for the cost to drywall, plaster, and paint the bathroom including the labor costs at \$2500.00 as sought by the landlord.

**Item # 4: Electrical, including a vent fan & light fixture (\$600.00)** – The landlord testified that the electrical damage caused in the bathroom needed to be repaired and a vent fan and a light fixture needed to be installed. The landlord testified that it cost \$300.00 for materials and \$300.00 for labor to complete the work. The respondent's representative did not dispute that an electrician was needed to install the vent fan and the light fixture, however he did dispute that it cost \$600.00. The respondent's representative stated that he had similar work completed at his Office and it cost \$170.00. Unfortunately I have no basis to compare both jobs. Based on the photographs in the *inspection report* and based on the landlord's testimony, I accept that the work needed to be done and given that the respondent's representative did not dispute that, I find that an award of some amount is warranted. Research shows that the average cost for a vent fan is \$80.00 and of course the cost of light fixtures can fluctuate depending on preference, however the average bathroom light fixture is \$85.00. (*Note: Research has been taken from www.homeguide.com*). Also, the average hourly rate of a certified electrician is \$38.00 per hour (*Research has been taken from www.talent.com*). Based on this information, I accept that it is reasonable to expect that materials would cost \$300.00 and if an electrician spent 6-7 hours completing the work, then it is also reasonable to expect that the labor costs were also approximately \$300.00. For those reasons, I find that the respondent is responsible for the cost of the electrical, materials and labor at \$600.00 as sought by the landlord.

**Item # 5: Plumbing – rough in, labor and fixtures (\$2920.00)** – The landlord amended the amount sought for plumbing including the fixtures and labor from \$2920.00 as per the damage's ledger above to \$2420.00 as the original quote was higher than the actual cost. The landlord testified that the plumbing in the bathroom had to be roughed in and it cost approximately \$210.00 for materials and \$210.00 for labor to complete that portion of the work. The landlord testified that the vanity, toilet and taps cost \$750.00 and the labor to install them and complete the plumbing job cost an additional \$1250.00. The respondent's representative disputed that any damage to the plumbing was the responsibility of his client and should be the responsibility of *Belfor*. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show the value to replace or repair the damage, however given that it was determined in item # 1 above that the respondent is responsible for the plumbing in the bathroom, I find that an award of some amount is warranted. I took the time to research the cost of roughing in a basement bathroom including the installation of a vanity, toilet and taps and the rates charged by certified plumbers to make a fair and equitable award for the purpose of this decision. Research shows that the average cost to rough in a basement bathroom can vary depending on several factors especially the complexity of the plumbing. On average it can cost anywhere from \$1500 to \$5000 and that includes that installation of

the sink and toilet. (Note: Research has been taken from [www.quora.com](http://www.quora.com)). Based on this information, I accept that it is reasonable to expect that it cost the landlord \$2420.00 for the materials, fixtures and labor to complete the plumbing work. For those reasons, I find that the respondent is responsible for the cost of the plumbing rough in, labor and fixtures at \$2420.00 as sought by the landlord.

**Item # 6: Trim work, boxing out the window, door box, door and knob (\$2000.00) –**  
The landlord amended the amount sought for the trim work, and the cost of a new door and knob from \$2000.00 as per the damage's ledger above to \$1900.00 as the original quote was higher than the actual cost. The landlord testified that the bathroom needed trim work including boxing out the window, boxing out the door on both sides, trim around the bathroom floor and installing a new door with a knob. The landlord testified that it cost \$620.00 for materials and \$1280.00 for roughly 2 days of labor to complete the work. The respondent's representative did not dispute that the work needed to be completed, however he did dispute the costs claimed as he did not receive any copies of receipts or invoices, and he is disputing the length of time claimed to complete the job. The respondent's representative stated that it should have only taken a couple of hours to do the work. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show the value to replace or repair the damage, however given that the respondent's representative is not disputing that his client is responsible for the cost to have the work completed, and award of some amount is warranted. I took the time to research the cost of trim work, the cost of an interior door and knob and the rates charged by carpenters to make a fair and equitable award for the purpose of this decision. Research shows that the cost of an interior door and a knob is approximately \$250.00. This leaves \$370.00 of the material costs for the remainder of the materials claimed which seems to be in line with the cost of MDF molding at \$55.00 per piece. (Note: research has been taken from [www.homedepot.com](http://www.homedepot.com)). The average rate of pay for a finished carpenter is \$28.00 per hour (note: research was taken from [www.talent.com](http://www.talent.com)). With regards to the labor to complete the work, I accept the respondent's representative's argument that it would not take 2 days of labor to box out a window, box out a door on both sides, trim the floor of a small bathroom, hang a door and install a knob. I find that it is reasonable to expect that a carpenter could complete the work within 7 hours and for those reasons, I find that the respondent is responsible for the cost of the trim work, boxing out the window and door, installing the door and knob at a total cost of \$816.00 (\$620.00 for materials + 7 hrs labor @ \$28.00 per hour).

**Item # 7: Wall damages with holes in all rooms & scratches / dents (\$3000.00) –**  
The landlord testified that the walls within the unit were damaged with holes, scratches and dents. The landlord submitted an *inspection report* from *Belfor* which showed that there was a large wooden shelf on the wall used to hold several tools and there were a couple of large pictures hung. The *administrator of the estate* testified that she was aware of the condition of the walls, and she did not dispute that there were some holes, scratches and dents in the walls that needed repair, however she testified that the son of the late tenant plastered all the damage to the walls in preparation for painting. The respondent's representative disputed the amount claimed to plaster and paint as he did not receive a copy of any receipts or invoices. In accordance with Section 9-5 of the *Residential Tenancies Policy*: Depreciation and Life Expectancy of Property, interior paint should last 3-5 years and as the unit was painted 4 years ago, I find that the paint in the unit was at the end of its lifecycle. With that said, there should not be any damages to the walls when a tenancy ends and based on the testimony of both parties, I accept that there was damage to the walls, with an honest attempt made to fix the damages. I am unsure if the plastering work was sufficient or not and based on a lack of information, I am unable to make an award for the damages to

the walls. In conclusion, I find that the respondent is not responsible for the damages to the walls or the cost to paint the walls as claimed by the landlord.

**Item # 8: Blinds in master bedroom (\$100.00)** – The landlord testified that the blinds in the master bedroom were destroyed and needed to be replaced. The respondent's representative did not dispute that the blinds were damaged during the tenancy, nor did he dispute the amount sought by the landlord and for that reason, I find that the respondent is responsible to replace the blind in the master bedroom at a cost of \$100.00.

**Item # 9: Counter corner broken (\$500.00)** – The landlord testified that the countertop had damages to it and needed to be replaced. The respondents' representative disputed that there was any damage to the countertop as he did not receive any photographs. I asked the *administrator of the estate* if she was aware of any damages to the countertop and she responded that she frequented the unit and sometimes cleaned the unit for the late tenant and she had never seen any damage to the countertop. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show that the damage exists or the value to replace or repair the damage and given that the respondent's representative is disputing that the damage exists, I am unable to make an award and as such, I find that the respondent is not responsible for the cost claimed by the landlord to repair or replace the countertop.

**Item # 10: 2 window screens missing (\$200.00)** – The landlord testified that 2 window screens were missing and needed to be replaced. The respondent's representative did not dispute that the screens were missing, however he did dispute that it cost \$200.00 to replace them and stated that a screen would most likely cost roughly \$50.00. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show the value to replace or repair the damage and given that the respondent's representative did not dispute that his client is responsible for the cost to replace the screens, I find that an award of some amount is warranted. I took the time to research the cost of a medium size window screen to make a fair and equitable award for the purpose of this decision. Research shows that the average cost of a medium sized window screen is \$67.00. (*Note: research was taken from www.homedepot.com*). Based on this information, I accept that it is reasonable to expect that it cost the landlord \$134.00 to replace the screens and for that reason, I find that the respondent is responsible for the cost to replace 2 screens at \$134.00.

**Item # 11: Dehumidifier soiled beyond repair (\$350.00)** – The landlord testified that the dehumidifier was damaged due to heavy smoke and blocked filters causing the fan to stop working. The *administrator of the estate* disputed that there was a dehumidifier in the unit and stated that she frequented the unit and sometimes cleaned the unit for the late tenant, and she testified that she never noticed the presence of a dehumidifier. I asked the landlord if the dehumidifier was visible within the unit, and he stated that it was located up on a top shelf within the laundry closet and could be easily missed. I accept the landlord's testimony that there was a dehumidifier, however in accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show that the damage exists, and he failed to show the value to replace or repair the dehumidifier. As the respondent is disputing that the damage exists, I am unable to make an award and as such, I find that the respondent is not responsible for the cost to replace the dehumidifier.

**Item # 12: Eastrough downspout torn off and bent (\$400.00)** - The landlord testified that the eastrough downspout was damaged and needed to be replaced. The landlord stated that the work is not completed yet and he did not receive a quote for the cost to have the work completed. The respondents' representative disputed that there was any damage to the eastrough downspout as he did not receive any photographs. I asked

the landlord how he arrived at \$400.00, and he responded that he knew the approximate cost based on purchasing it in the past for other properties. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show that the damage exists or the value to replace or repair the damage and given that the respondent's representative is disputing that the damage exists, I am unable to make an award and as such, I find that the respondent is not responsible for the cost claimed by the landlord to repair or replace the eastrough downspout.

**Item # 13: – Lattice and wood added to raise the deck (\$300.00)** – The landlord testified that the late tenant extended the deck by adding lattice and wood to raise it. The respondent's representative did not dispute that the late tenant had made alterations to the deck and stated that the extension was for privacy, however he did dispute the amount sought for labor to complete the work as he did not receive a copy of an invoice. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show how much of the fence had been raised with lattice or the value to have someone detach it and have it removed from the property. Given that the respondent's representative is not disputing that his client put the lattice there, I find that an award of some amount is warranted. Research shows that a person who works as a general laborer could perform the work at an hourly rate of \$17.50 per hour, however this tribunal allows a rate of \$23.60 for self-labor (*Note: research for hourly rate taken from [www.talent.com](http://www.talent.com)*). Based on this information and given that I am unaware of the amount of lattice that needed to be removed or how many hours it took to restore the deck, I accept that it is reasonable to expect that it took a worker 7 hours to complete the work and for that reason, I find that the respondent is responsible for the cost to remove and dispose of the lattice in the amount of \$165.20.

**Item #14: New fence installed to section backyard (\$500.00)** – The landlord testified that the late tenant installed a fence in the backyard to section off the area for his dogs. The respondent's representative did not dispute that the late tenant had installed the fence and stated that it was installed with permission from the landlord. The respondent's representative also disputed the amount claimed to remove the fence as he did not receive a copy of an invoice. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show how much fence had to be dismantled and removed from the property. Given that the respondent's representative is not disputing that his client put the fence there, I find that an award of some amount is warranted. Research shows that a person who works as a general laborer could perform the work at an hourly rate of \$17.50 per hour, however this tribunal allows a rate of \$23.60 for self-labor (*Note: research for hourly rate taken from [www.talent.com](http://www.talent.com)*). Based on this information and given that I am unaware of the amount of fence that needed to be removed or how many hours it took to dismantle and remove the fence, I accept that it is reasonable to expect that it took a worker 7 hours to complete the work and for that reason, I find that the respondent is responsible for the cost to dismantle and dispose of the fence in the amount of \$165.20.

**Item # 15: All grass turned to mud from dogs (\$2000.00)** – The landlord testified that the late tenant had dogs that destroyed the grass in the backyard causing it to turn to mud. The respondent's representative did not dispute that there was damage to the backyard caused by dogs, however he disputed that the damage was caused by the late tenant's dogs as the tenants in the unit upstairs also had 3 dogs that shared the space. The respondent's representative also disputed the amount sought for materials and labor to complete the work as he did not receive a copy of a quote to have the work completed. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show that the damage exists or the value to replace or repair the damage. Also, given that the yard was used by the tenants upstairs who had 3 dogs, I am unable to determine the amount of damage to the back yard or who is responsible for the damage and as such, I am unable to make an award. For those reasons, I find

that the respondent is not responsible for the cost claimed by the landlord to repair or replace the grass in the backyard.

**Item # 16: Hole in front lawn (\$700.00)** – The landlord amended the amount sought to have the hole in the front lawn repaired from \$700.00 as per the damage's ledger above to \$200.00 as the original quote was higher than what it will most likely cost. The landlord testified that the late tenant parked his vehicle on the front lawn adjacent to the driveway which caused damage to the area by creating a hole in the lawn. The *administrator of the estate* testified that she frequented the unit and she had never noticed the late tenant's vehicle on the lawn and stated that the driveway had plenty of room for him to park his truck. The respondent's representative disputed that the damage exists as he did not receive any photographs to show the damage and he did not receive a copy of a quote to show the cost to have the work completed. In accordance with Section 9-3 of the *Policy* as stated above, the landlord was unable to show that the damage exists, that the damage was caused by the late tenant due to a willful or negligence act and the landlord was unable to show the value to replace or repair the damage. For those reasons, I find that the respondent is not responsible for the cost claimed by the landlord to repair or replace the hole in the front lawn.

**Item # 17: Cleaning (\$500.00)** - The landlord testified that the unit was excessively dirty and needed a deep clean. The landlord testified that it took 4 cleaners approximately 4 hours to complete the work. The landlord submitted an *inspection report* from *Belfor* showing photographs that display the cleanliness of the unit. The respondent's representative did not dispute that the unit needed to be cleaned, however, he disputed the amount claimed as he did not receive a copy of an invoice to show the cost to complete the work. Based on the photographs in the *inspection report*, I accept that it took 4 workers 4 hours to clean the unit. Research shows that that the average hourly rate for a deep clean is \$70.00 per hour (*Note: research was taken from [www.indeed.com](http://www.indeed.com)*). Based on this information, I accept that it is reasonable to expect that it cost the landlord \$500.00 to have the unit cleaned and as such, I find that the respondent is responsible for the cleaning costs at \$500.00.

## Decision

20. The landlord's claim for damages / losses succeeds in the amount of \$15,400.40.
21. The landlord shall provide documentation from the Insurance Company to the respondent stating that the *insurance claim* that was started has been cancelled before any monies will be disbursed.

## Issue # 3: Hearing expenses \$20.00

22. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#4).
23. In accordance with Section 12-1 of the *Residential Tenancies Policy*, claimable costs may include the \$20.00 filing fee and as the landlord's claim has been partially successful, I find that the respondent shall pay the hearing expenses.

## Decision

24. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

## **Issue # 4: Security deposit applied against monies owed \$450.00.**

### **Analysis**

25. The respondent's representative confirmed that a security deposit was paid to the landlord at the commencement of the tenancy and the landlord confirmed that the monies are still in his possession.

26. 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).*

27. The landlord's claim for losses has been successful as per various items within paragraph 13 above and as such, I find that the security deposit plus applicable interest shall be applied against monies owed to the landlord.

28. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest for 2021-2023 was 0% and is currently 1% for 2024.

### **Decision**

29. The security deposit plus interest shall be applied against monies owed to the landlord.

## Summary of Decision

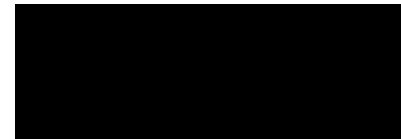
30. The respondent shall pay the landlord \$18,118.63 as follows:

Rent paid .....	\$3150.00
Compensation for damages .....	15400.40
Hearing expenses .....	20.00
<b>Less security deposit &amp; interest.....</b>	<b>451.77</b>
<b>Total .....</b>	<b>\$18118.63</b>

31. The landlord shall provide documentation from the Insurance Company to the respondent stating that the *insurance claim* that was started has been cancelled before any monies will be disbursed.

June 26, 2024

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office