

Residential Tenancies Tribunal

Application 2024-0136-NL
Application 2024-0199-NL

Decision 24-0136-00

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 3-April-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant did not submit an affidavit but testified that he served the landlord with the notice of hearing electronically on 5-March-2024. The landlord confirmed receipt of the document on that date. The landlord countered the claim within the 10-day time limit and submitted an affidavit stating that he served the tenant with the notice of hearing electronically by email to [REDACTED] on 18-March-2024 (LL#1). In accordance with the *Residential Tenancies Act. 2018*, this is good service.
5. There was a written month-to-month agreement that commenced on 1-May-2021. The tenant vacated the premises on 31-January-2024. Rent was \$1100.00 per month, due on the first of each month. A security deposit of \$568.80 was paid in April 2021 and is in the landlord’s possession.
6. The landlord’s application is amended to add hearing expenses. **Note:** costs claimed for labor, mileage and time to attend the hearing will not be analyzed as these costs fall under the *cost of doing business*.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of security deposit \$568.80
8. The landlord is seeking:
 - Compensation for damages \$1844.19
 - Hearing expenses \$23.00
 - Security deposit applied against monies owed \$568.80.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections 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: Claims for damage to rental premises and Section 9-5: Life expectancy of property.

Item # 1: Compensation for damages \$1844.19

Relevant Submission

11. The landlord testified that there were damages to the rental unit which he mostly noticed after the tenant vacated the unit. The landlord submitted a list of the damages to support his claim (LL#2). The damages ledger is too large to insert into this written decision thus has been attached for review.

Landlord's Position

12. The landlord testified that the attached list of items has been identified as damages to the unit caused by negligence on the part of the tenant. Most of the following items were identified after the tenant vacated. **Note:** Items have been grouped together for simplicity and items pertaining to labor and mileage to pick up supplies are not included as stated above in paragraph 6. The landlord's position on each item(s) is as follows:

Item # 1: Cleaning & garbage handling (\$610.00) – The landlord testified that the unit was left in a filthy condition, which required the aid of a cleaning person. The landlord also testified that he had to make a dump run as a mattress set and other garbage was left outside the unit. The landlord submitted photographs of the unit to support his claim (LL#3) and a copy of a receipt to support 18.5 hours of cleaning from the hired help at \$30.00 per hour (LL#4). The landlord is seeking \$555.00 for the cost of cleaning and \$55.00 for the dump run.

Item # 2: Cleaning Supplies (\$69.75) – The landlord testified that he had to purchase cleaning supplies as the cleaning person had some but not enough for the job at hand. The landlord is seeking \$69.75 for reimbursement of the total cost to purchase the cleaning products and the landlord submitted a copy of the receipts to support his claim (LL#5).

Item # 3: Door window screen – The landlord deleted his claim for the replacement of a new door window screen.

Item # 4: Replace tap aertor (\$8.88) – The landlord testified that the tap aertor was missing from the kitchen tap which caused an inconsistent water flow. The landlord submitted a photograph to support the claim (LL#6). The landlord is seeking \$8.88 to replace the aertor and submitted a copy of the receipt from *Home Depot* to support the claim (LL#7).

Item # 5: Replace missing bifold doorknob (\$8.04) – The landlord testified that the doorknob was missing from one of the bifold doors in the blue bedroom. The landlord submitted a photograph to support the claim (LL#8). The landlord is seeking \$8.04 to

replace the doorknob and submitted a copy of the receipt from *Capital HBC* to support the claim (LL#9).

Item # 6: Remove vomit from exterior and paint and grime from door (\$11.50) –

The landlord testified that the exterior of the house presented 2 issues, one of which involved vomit or food waste next to the entrance way and the other which involved the presence of paint and grime on the exterior door that had to be removed. The landlord stated that the cleaning person would not complete that task and he had to do it himself. The landlord is seeking 0.25 of an hour of self-labor to complete each task at a total cost of \$11.50. The landlord submitted photographs to support the claim (LL#10).

Item # 7: Wall repairs (\$126.50) – The landlord testified that 5 walls needed repair work. The landlord stated that the wall in the entrance had a crack, the living room wall had a lot of things posted on it causing damage, the taupe color bedroom (master bedroom) wall had a sticky substance on it which caused the paint to peel off and the corner metal was visible, the blue color bedroom wall had a mouse hole chewed through it and the wall behind and above the kitchen stove repair work after the removal of some decal that had been stuck to the wall. The landlord stated that the unit was freshly painted in 2019 and was still in great condition when the tenant moved in in 2021. The landlord submitted photographs of the walls to support his claims (LL#11). The landlord is seeking 5.5 hours of self-labor at \$23.00 per hour to complete the work.

Item # 8: Paint and supplies (\$90.82) – The landlord testified that he had to purchase 1 gallon of paint and paint supplies including plaster, joint tape and a sanding pad to complete the wall repairs. The landlord stated that it took 5 gallons of paint to paint the house, but he is only seeking the cost of 1 gallon of paint for the areas that needed repair. The landlord submitted a copy of receipts from the *Paint Shop* to support the claim (LL#11).

Item # 9: Carpet depreciation value (\$20.00) – The landlord is seeking the cost of depreciation of the carpet due to rodent damage. The landlord stated that mice chewed down through the floors and into the corners of the walls eating through the carpet. The landlord submitted a copy of photographs to support his claim. The landlord is seeking \$20.00 in depreciation of the carpet.

Item # 10: Replace wall mounted door stop in entrance (\$8.84) – The landlord testified that the mounted door stop in the entrance was missing. The landlord submitted a photograph to support the claim (LL#12). The landlord testified that he misplaced the receipt and stated that it cost \$8.84 to replace the door stop.

Item # 11: Replace door stop trim on jam in living room and paint (\$22.99) – The landlord testified that the door jam in the living room was shaved and needed to be replaced and painted. The landlord submitted a photograph to support the claim (LL#13). The landlord testified that he misplaced the receipt and stated that it cost \$11.49 for materials and \$11.50 for 0.5 of an hour in self-labor to complete the work.

Item # 12: Living room door repair (\$32.53) – The landlord testified that the living room door skins had separated from the door frame and the door needed to be removed and the skins glued and nailed and clamped. The landlord stated that he is seeking 1 hour of self-labor at \$23.00 per hour to complete the work and the cost of the wood glue at \$9.53. The landlord submitted a photograph to support the claim (LL#14) and a copy of the receipt from *Home Building Centre* for the glue (LL#15).

Item # 13: Replace toilet seat (\$27.72) – The landlord testified that the toilet seat was too dirty to clean. The landlord stated that the cleaning person would not touch it and it was best to dispose of the toilet seat. The landlord submitted a photograph to support the claim (LL#16). The landlord is seeking \$27.72 for the cost to replace the seat and he submitted a copy of the receipt from *Amazon* to support the claim (LL#17).

Item # 14: Rodent sticky pads (\$6.33) – The landlord testified that he had to purchase rodent sticky pads to deal with the rodent problem at the unit. The landlord stated that the tenant did not report the rodent problem to him, nor did he take the proper measures to mitigate the infestation problem. The landlord submitted photographs to support the claim (LL#18). The landlord is seeking reimbursement in the amount of \$6.33 for the cost of the pads and he submitted a copy of the receipt from *Only Deals* to support the claim (LL#19).

Item # 15: Window blinds missing (\$94.50) - The landlord testified that 3 window blinds were missing from the living room, the taupe color bedroom (master bedroom) and the blue color bedroom. The landlord stated that he is seeking the depreciation value of the blinds at \$20.00 each and he is also seeking the cost of 1.5 hours of self-labor at 23.00 per hour for installation of the new blinds. The landlord submitted photographs to support the claim (LL#20).

Item # 16: Replace wall receptacle plate and labor (\$10.90) - The landlord testified that the wall receptacle plate in the living room needed to be replaced due to paint and marker all over it. The landlord stated that he is seeking the cost to replace the receptacle plate at \$3.31 and he is also seeking .33 of an hour for self-labor at \$23.00 per hour to complete the work. The landlord submitted a photograph to support the claim (LL#21) and a copy of the receipt from *Capital HBC* (LL#22).

Item # 17: Shelf support clips for cupboards and sink strainers (\$31.02) - The landlord testified that the shelf support clips were missing from the kitchen cupboards and needed to be replaced. The landlord also testified that 2 kitchen sink strainers were missing and needed to be replaced. The landlord stated that he is seeking the cost to replace the clips and the strainers at \$31.02. The landlord submitted photographs to support the claim (LL#23) and a copy of the receipts from *Capital HBC* (LL#24).

Item # 18: Metal stair nosing and thermobreak (\$50.12) - The landlord testified that the metal stair nosing for the entrance inside step of the exterior door was missing and he also testified that the thermobreak on the exterior door was damaged and had to be replaced. The landlord stated that he is seeking the cost to replace the metal stair nosing and the thermobreak at \$50.12. The landlord submitted a photograph to support the claim (LL#25) and a copy of the receipt from *Home Depot* (LL#26).

Item # 19: Electricity consumption (\$480.00) - The landlord testified that the utilities were included in the monthly rental amount of \$1100.00 for 1 tenant only and the presence of other family members at the unit increased the electricity consumption. The landlord stated that the tenant's wife and adult daughter moved into the unit in August 2023, and he was not made aware of the change in the tenancy by the tenant. The landlord stated that he is seeking reimbursement of the cost of utilities to have 2 additional tenants at the unit for 6 months in the amount of \$80.00 per month.

Tenant's Position

13. The tenant disputed most of the claims made by the landlord and testified that he left the unit in good condition. The tenant's position on each item(s) is as follows:

Item # 1: Cleaning and garbage handling (\$610.00) – The landlord testified that the unit was left in a filthy condition, which required the aid of a cleaning person. The landlord also testified that he had to make a dump run as a mattress set and other garbage was left outside the unit. The tenant did not dispute that he left a mattress outside and agreed to reimburse the landlord for the fee to remove the garbage. The tenant however did dispute that the unit needed cleaning and stated that he and his wife and his daughter spent the entire day cleaning. The tenant stated that a very thorough clean was completed which included the areas behind the stove and underneath the sinks. The tenant testified that the unit was not spic and span clean when he moved in, and although he did his best to thoroughly clean the unit, he didn't leave it spic and span when he vacated. The tenant stated that the dirt left in around the bathroom area is just normal everyday stuff.

Item # 2: Cleaning Supplies (\$69.75) – The landlord testified that he had to purchase cleaning supplies as the cleaning person had some but not enough for the job. The tenant disputes that he should be responsible for the purchase of cleaning supplies as the unit was as clean when he vacated as it was when he moved in.

Item # 3: Door window screen – The landlord deleted his claim for the replacement of a new door window screen. No response required from the tenant.

Item # 4: Replace tap aertor (\$8.88) – The landlord testified that the tap aertor was missing from the kitchen tap which caused an inconsistent water flow. The tenant didn't dispute that the tap aertor could be missing but stated that he never noticed that it was missing, and he never noticed any change with the water flow.

Item # 5: Replace missing bifold doorknob (\$8.04) – The landlord testified that the doorknob was missing from one of the bifold doors in the blue bedroom. The tenant did not dispute that the doorknob was missing but disputed that he removed it. The tenant stated that the bifold doorknob was missing when he moved in. The tenant stated that there was a screw in the door that was used for opening and closing the bifold door and it must have fallen out.

Item # 6: Remove vomit from exterior and paint and grime from door (\$11.50) – The landlord testified that the exterior of the house presented 2 issues, one of which involved vomit or food waste next to the entrance way and the other which involved the presence of paint and grime on the exterior door that had to be removed. The tenant disputed that he was the cause of any vomit or food waste in the entrance way and stated that he never noticed any paint or grime on the door when he vacated. The tenant stated that if there was a presence of vomit in the area, then it probably came from the neighbor's dog who was old and frequently visited the property and vomited outside. As for the paint and grime on the exterior door, the tenant also disputed that he was responsible for leaving any paint or grime on the door and states that although he did notice the paint on the door and suggested that maybe it happened during renovations of the property.

Item # 7: Wall repairs (\$126.50) – The landlord testified that 5 walls needed repair work. The landlord stated that the wall in the entrance had a crack, the living room wall had a lot of things posted on it causing damage, the taupe color bedroom

(master bedroom) wall had a sticky substance on it which caused the paint to peel off and the metal was visible in the corner of the room, the blue color bedroom wall had a mouse hole chewed through it and the wall behind and above the kitchen stove needed plaster work and paint. The tenant disputed that he caused any damage to the wall in the entrance and testified that the crack was in the wall when he moved in. The tenant stated that prior to vacating, he applied plaster to the crack in the entrance wall to help the landlord out. The tenant did not dispute the damage to the wall in the living room and stated that he did the best he could to repair the holes with plaster. The tenant did not dispute the damage to the wall in the taupe room (master bedroom) and stated that it was not extensive but rather wear and tear. The tenant did not dispute that there was damage to the blue bedroom wall but disputed that he was responsible for it. The tenant stated that the hole in the bedroom was caused by a mouse, and he should not be responsible for any damages caused by mice. The tenant stated that the landlord was doing renovations in the upstairs unit, and it is not unlikely for mice to get in with the doors constantly opened. Finally, with regards to the damage to the kitchen wall over and behind the stove, the tenant did not dispute that there were decals left on the wall, but he disputed that he caused any damage to the wall.

Item # 8: Paint and supplies (\$90.82) – The landlord testified that he had to purchase 1 gallon of paint and paint supplies including plaster, joint tape and a sanding pad to complete the wall repairs. The landlord stated that it took 5 gallons of paint to paint the house, but he is only seeking the cost of 1 gallon of paint for the areas that needed repair. The tenant disputed that he is responsible for painting supplies as the unit needed to be painted after 5 years. The tenant stated that he made every effort to repair any damage caused during the tenancy by plastering the spots.

Item # 9: Carpet depreciation value (\$20.00) – The landlord is seeking the cost of depreciation of the carpet due to rodent damage. The landlord stated that mice chewed down through the floors and into the corners of the walls eating through the carpet. The tenant did not dispute that there was damage to the carpet but stated that the carpet was old.

Item # 10: Replace wall mounted door stop in entrance (\$8.84) – The landlord testified that the mounted door stop in the entrance was missing. The tenant disputed that he is responsible for the missing door stop and stated that it was missing when he moved in.

Item # 11: Replace door stop trim on jam in living room and paint (\$22.99) – The landlord testified that the door jam in the living room was shaved and needed to be replaced and painted. The tenant disputed that he caused the damage and testified that he never noticed the damage.

Item # 12: Living room door repair (\$32.53) – The landlord testified that the living room door skins had separated from the door frame and the door needed to be removed and the skins glued and nailed and clamped. The tenant disputed that he caused any damage to the door.

Item # 13: Replace toilet seat (\$27.72) – The landlord testified that the toilet seat was too dirty to clean. The landlord stated that the cleaning person would not touch it and it was best to dispose of the toilet seat. The tenant disputed that he left the toilet seat dirty and testified that the yellow stains were on the toilet seat when he moved in, and the stains would not come off.

Item # 14: Rodent sticky pads (\$6.33) – The landlord testified that he had to purchase rodent sticky pads to deal with the rodent problem at the unit. The landlord stated the tenant did not report the rodent problem to him nor did he take the proper measures to mitigate the infestation problem. The tenant did not dispute that there were rodents in the unit and stated that they probably got in during renovations to the upstairs unit. The tenant stated that he did not see many rodents himself and stated that he was not responsible for the presence of rodents in the unit and should not be responsible for any products purchased to eliminate the rodents.

Item # 15: Window blinds missing (\$94.50) - The landlord testified that 3 window blinds were missing from the living room, the taupe color bedroom (master bedroom) and the blue color bedroom. The tenant did not dispute that he threw out the blinds and stated that they were old and needed to be replaced. The tenant testified that he had a conversation with the landlord whereby the landlord told him that he was going to replace the blinds in the next week or so. The tenant stated that they needed to be replaced and he helped the landlord out by removing them.

Item # 16: Replace wall receptacle plate and labor (\$10.90) - The landlord testified that the wall receptacle plate in the living room needed to be replaced. The tenant disputed that he caused any damage to the receptacle plate.

Item # 17: Shelf support clips for cupboards and sink strainers (\$31.02) - The landlord testified that the shelf support clips were missing from the kitchen cupboards and needed to be replaced. The tenant disputed that he removed the shelf support clips and stated that the clips were missing when he moved in, and the shelves were never in place. The tenant does not dispute that the sink strainers went missing during the tenancy.

Item # 18: Metal stair nosing and thermobreak (\$50.12) - The landlord testified that the metal stair nosing for the entrance inside step of the exterior door was missing and also the thermobreak on the exterior door was damaged and had to be replaced. The tenant did not dispute that the damage occurred but did dispute that he caused it. The tenant stated that the damage occurred due to normal wear and tear and the tenant also stated that the door box was rotted and needed to be replaced.

Item # 19: Electricity consumption (\$480.00) - The landlord testified that the utilities were included in the monthly rental amount of \$1100.00 for 1 tenant only and the presence of other family members at the unit increased the electricity consumption. The landlord stated that the tenant's partner and adult daughter moved into the unit in August 2023, and he was not made aware of it. The tenant disputed that he is responsible for the reimbursement of extra utilities outside of what he has already paid. The tenant disputed that his wife and daughter resided at the premises with him. The tenant testified that his daughter and wife visited and would stay for short periods of time but never moved into the unit.

Analysis

14. In accordance with *Residential Tenancies policy 9-3*, the applicant is 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)*

15. The landlord did not present any *premises condition reports*, however he did present photographs and receipts to support his claims. Each item is analyzed separately based on the testimony and exhibits submitted into evidence. See below:

Item # 1: Cleaning and garbage handling (\$610.00) – The landlord testified that the unit was left in a filthy condition, which required the aid of a cleaning person. The landlord also testified that he had to make a dump run as a mattress set and other garbage was left outside the unit. The tenant did not dispute that he left a mattress outside and agreed to reimburse the landlord for the fee to remove the garbage. The tenant however did dispute that the unit needed cleaning and stated that he and his wife and his daughter spent the entire day cleaning. Based on the photographs entered into evidence, I accept that the unit was dirty and needed a deep clean. The landlord was able to show that the dirt exists, and he was able to show the cost to have someone complete the work. The tenant disputed that the unit was dirty and agreed that it was not spic and span clean when he vacated but also stated that it was that way when he moved in. The tenant did not present any photographs to show the condition of the unit when he moved in. For those reasons, I find that the tenant is responsible for the cost to clean the unit and the cost of the dump run in the amount of \$610.00 as sought by the landlord.

Item # 2: Cleaning Supplies (\$69.75) – The landlord testified that he had to purchase cleaning supplies as the cleaning person had some but not enough for the job. The tenant disputed that the landlord had to purchase cleaning supplies as the unit was cleaned when he vacated. I asked the landlord what percentage of the products got used during the cleaning and he responded that the bleach and oven cleaner were all used but the other products were not totally used. Based on the amount of cleaning required, I accept that it is reasonable to expect that extra product was required, however I do not know how much product(s) were used and how much was left over thus I will award 50% of the cost claimed by the landlord. I find that the tenant is responsible for the cost of cleaning supplies in the amount of \$34.88.

Item # 3: Door window screen – The landlord deleted his claim for the replacement of a new door window screen. No analysis required.

Item # 4: Replace tap aertor (\$8.88) – The landlord testified that the tap aertor was missing from the kitchen tap which caused an inconsistent water flow. The tenant didn't dispute that the tap aertor could be missing but stated that he never noticed that it was missing, and he never noticed any change with the water flow. Based on the photograph entered into evidence, I find that the landlord was able to show that the aerator was missing, and he was able to show the cost to replace it. For those reasons, I find that the tenant is responsible for the cost to replace the aertor in the amount of \$8.88.

Item # 5: Replace missing bifold doorknob (\$8.04) – The landlord testified that the doorknob was missing from one of the bifold doors in the blue bedroom. The tenant did not dispute that the doorknob was missing but disputed that he removed it. The tenant stated that the bifold doorknob was missing when he moved in. The tenant stated that there was a screw in the door that was used for opening and closing the bifold door and it must have fallen out. Based on the photograph entered into evidence, I find that the landlord was able to show that the doorknob was missing and he was able to show the cost to replace it. For those reasons, I find that the tenant is responsible for $\frac{1}{2}$ the cost as per listed on the receipt as the package contained 2 doorknobs. The tenant is responsible for the cost to replace the doorknob in the amount of \$4.44.

Item # 6: Remove vomit from entrance and paint and grime from door (\$11.50) –

The landlord testified that the exterior of the house presented 2 issues, one of which involved vomit or food waste in the entrance way and the other which involved the presence of paint and grime on the exterior door that had to be removed. The tenant disputed that he was the cause of any vomit or food waste in the entrance way and stated that he noticed some paint on the door vacated. The tenant stated that if there was a presence of vomit in the area, then it probably came from the neighbor's dog who was old and frequently visited the property and vomited outside. As for the paint and grime on the exterior door, the tenant also disputed that he was responsible for leaving any paint on the door and suggested that maybe it happened during renovations of the property. Based on the photographs entered into evidence, I accept that the door needed to be cleaned and paint needed to be removed and for those reasons, I find that the tenant is responsible to reimburse the landlord for 0.25 of an hour of self-labor in the amount of \$5.75. There will be no award for labor costs associated with any vomit in the entrance way as the landlord was unable to show that tenant caused it.

Item # 7: Wall repairs (\$126.50) – The landlord testified that 5 walls needed repair work. The landlord stated that the wall in the entrance had a crack, the living room wall had a lot of things posted on it causing damage, the taupe color bedroom (master bedroom) wall had a sticky substance on it which caused the paint to peel off and the metal was visible in the corner, the blue color bedroom wall had a mouse hole chewed through it and the wall behind and above the kitchen stove needed plaster work and paint. The tenant disputed that he caused any damage to the wall in the entrance and testified that the crack was in the wall when he moved in. The tenant stated that prior to vacating, he applied plaster to the crack in the entrance wall to help the landlord out. The tenant did not dispute the damage to the wall in the living room and stated that he did the best he could to repair the holes with plaster. The tenant did not dispute the damage to the wall in the taupe room (master bedroom) and stated that it was not extensive but rather wear and tear. The tenant did not dispute that there was damage to the blue bedroom wall but disputed that he was responsible for it. The tenant stated that the hole in the bedroom was caused by a mouse, and he should not be responsible for any damages caused by mice. The tenant stated that the landlord was doing renovations in the upstairs unit, and it is not unlikely for mice to get in with the doors constantly opened. Finally, with regards to the damage to the kitchen wall over and behind the stove, the tenant did not dispute that there were decals or something left on the wall, but he disputes that he caused any damage to the wall. Based on the photographs entered into evidence, I accept that the walls had a lot of damage and needed to be repaired which involved plaster and paint. I also accept that the tenant made efforts to plaster and get ready for the painting. With that said, it is still not unreasonable to accept that it took the landlord 5.5 hours to complete the work needed to be done. For that reason, I find that the tenant is responsible to reimburse the landlord for 5.5 hours of self-labor in the amount of \$126.50.

Item # 8: Paint and supplies (\$90.82) – The landlord testified that he had to purchase 1 gallon of paint and paint supplies including plaster, joint tape and a sanding pad to complete the wall repairs. The landlord stated that it took 5 gallons of paint to paint the house, but he is only seeking the cost of 1 gallon of paint for the areas that needed repair. The tenant disputes that he is responsible for painting supplies as the unit needed to be painted after 5 years. The tenant stated that he plastered the damage spots caused by him. I accept the landlord's testimony that he only claimed for the paint necessary to repair the damages to the walls and as the claim for wall repairs was awarded in item # 7 above, I find it is reasonable that paint

and supplies would cost \$90.82. I find that landlord is responsible for the cost of paint and supplies in the amount of \$90.82.

Item # 9: Carpet depreciation value (\$20.00) – The landlord is seeking the cost of depreciation of the carpet due to rodent damage. The landlord stated that mice chewed down through the floors and into the corners of the walls eating through the carpet. The tenant did not dispute that there was damage to the carpet but stated that the carpet was old. I asked the landlord the age of the carpet and he responded that it was roughly 20 years old. In accordance with Section 9-5 of the *Residential Tenancies Policy Manual*; life expectancy of property, a good grade carpet has a life span of 10 years. As the carpet had exceeded its life expectancy, I find that the tenant is not responsible for the depreciation value of the carpet.

Item # 10: Replace wall mounted door stop in entrance (\$8.84) – The landlord testified that the mounted door stop in the entrance was missing. The tenant disputed that he is responsible for the missing door stop and stated that it was missing when he moved in. The tenant did not present any photographs to show that the doorstop was there when he moved in and based on the photograph entered into evidence by the landlord, I accept that the damage happened during the tenancy. For those reasons, I find that the tenant is responsible for the cost to replace the doorstop at \$8.84.

Item # 11: Replace door stop trim on jam in living room and paint (\$22.99) – The landlord testified that the door jam in the living room was shaved and need to be replaced and painted. The tenant disputed that he caused the damage and testified that he never noticed the damage. Based on the photograph entered into evidence showing the condition of the door trim, I accept that the damage happened during the tenancy. I accept that it would take 0.5 of an hour to complete the work. For those reasons, I find that the tenant is responsible for the cost to replace the door stop trim at \$22.99.

Item # 12: Living room door repair (\$32.53) – The landlord testified that the living room door skins had separated from the door frame and the door needed to be removed and the skins glued and nailed and clamped. The tenant disputed that he caused any damage to the door. Based on the photograph entered into evidence, I accept that the landlord was able to show that the damage exists, and I accept that it is reasonable to expect that it would take 1 hour of self-labor to complete the work. The landlord was also able to show that cost of the carpenter's glue and for those reasons, I find that the tenant is responsible for the cost to repair the living room door at \$32.53.

Item # 13: Replace toilet seat (\$27.72) – The landlord testified that the toilet seat was too dirty to clean. The landlord stated that the cleaning person would not touch it and he had to dispose of the toilet seat. The tenant disputed that he left the toilet seat dirty and testified that the yellow stains were on the toilet seat when he moved in, and the stains would not come off. The tenant did not present any photographs to show the condition of the toilet seat at the beginning of the tenancy. Based on the photograph entered into evidence by the landlord, I accept that the landlord was able to show that the toilet seat was beyond cleaning. The landlord was also able to show that cost to replace the toilet seat and for those reasons, I find that the tenant is responsible for the cost to replace the toilet seat at \$27.72.

Item # 14: Rodent sticky pads (\$6.33) – The landlord testified that he had to purchase rodent sticky pads to deal with the rodent problem at the unit. The landlord

stated the tenant did not report the rodent problem to him nor did he take the proper measures to mitigate the issues. The tenant did not dispute that there were rodents in the unit but did dispute that he was responsible and stated that he is not responsible for any products used to eliminate the rodents. The tenant stated that everyone has a mouse or 2 and with renovations on-going in the upstairs unit, it was expected that rodents may get in the unit. Based on the photographs entered into evidence, I accept that the rodent problem has been going on for some time and I find that the tenant had a responsibility to make the landlord aware of the situation. The landlord showed that the damage exists due to the rodents and the landlord showed the cost to purchase the pads. For those reasons, I find that the tenant is responsible for the cost of rodent sticky pads in the amount of \$6.33.

Item # 15: Window blinds missing (\$94.50) - The landlord testified that 3 window blinds were missing from the living room, the taupe color bedroom (master bedroom) and the blue color bedroom. The tenant did not dispute that he threw out the blinds and stated that they were old and needed to be replaced. The tenant testified that he had a conversation with the landlord whereby the landlord stated that he will be renovating the house and throwing out the blinds. I asked the landlord the age of the blinds and he didn't really know but guessed at maybe 5 years old. I asked the value of the blinds when new and the landlord stated they were a lower value blind at around \$40.00. In accordance with Section 9-5 of the *Residential Tenancies Policy Manual*; life expectancy of property, window treatments have a life span of 5-7 years. I accept the tenant's testimony that he was helping out the landlord by removing the blinds and as the blinds were at least 5 years old and off low quality, I find that the tenant is not responsible for the depreciation value of the blinds, or the labor associated with the installation of the new blinds.

Item # 16: Replace wall receptacle plate and labor (\$10.90) - The landlord testified that the wall receptacle plate in the living room needed to be replaced. The tenant disputed that he caused any damage to the receptacle and plate. Based on the photograph entered into evidence, I accept that the plate could not be cleaned due to the amount of paint on it and needed to be replaced. It is not unreasonable to expect that it would take 0.33 of an hour to complete the work. For those reasons, I find that the tenant is responsible for the cost to replace the receptacle plate and the cost of the self-labor in the amount of \$10.90.

Item # 17: Shelf support clips for kitchen cupboards & sink strainers (\$31.02) - The landlord testified that the shelf support clips were missing from the kitchen cupboards and needed to be replaced. The tenant disputed that he removed the shelf support clips and stated that the clips were missing when he moved in and the shelves were never in place. The tenant did not dispute that the sink strainers went missing during the tenancy. The tenant did not present photographs to show that the clips were there when he moved in and based on the photograph entered into evidence by the landlord, I find that the tenant is responsible for the cost to replace the clips and the cost to replace the undisputed missing strainers at \$31.02.

Item # 18: Metal stair nosing and thermobreak (\$50.12) - The landlord testified that the metal stair nosing for the entrance inside step of the exterior door was missing and also the thermobreak on the exterior door was damaged and had to be replaced. The tenant did not dispute that the damage occurred but did dispute that he caused it. The tenant stated that the damage occurred due to normal wear and tear and the tenant also stated that the door box was rotted and needed to be replaced. Based on the photographs entered into evidence, the entire stair nosing was missing from the inside step which would not fall under normal wear and tear. I asked the

landlord the age of the door and he responded that it was 5 years old. The missing piece of thermobreak could be classified as normal wear and tear and for those reasons, I find that the tenant is responsible for the cost to replace the metal stair nosing at a cost of \$24.24.

Item # 19: Electricity consumption (\$480.00) - The landlord testified that the utilities were included in the monthly rental amount of \$1100.00 for 1 tenant only and the presence of other family members at the unit increased the electricity consumption. The landlord stated that the tenant's partner and adult daughter moved into the unit in August 2023, and he was not made aware of it. The tenant disputed that he is responsible for the reimbursement of extra utilities outside of what he has already paid. The tenant disputed that his wife and daughter resided at the premises with him. The tenant testified that his daughter visited and would stay for short periods of time but never moved into the unit. The tenant also testified that his wife was residing at another residence as well. The landlord was unable to prove that there were other tenants residing at the unit since August 2023 and the landlord did not show that there was an increase in electrical consumption to justify his claim. For those reasons, I find that the tenant is not responsible to reimburse the landlord for electrical consumption for 6 months.

Decision

16. The landlord's claim for compensation for damages succeeds in the amount of \$1045.84.

Item # 2: Hearing Expenses \$23.00

17. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#27). The landlord also incurred a printing fee in the amount of \$3.00.

18. I find that as the landlord's claim is successful, the tenant is responsible for the hearing expenses claimed.

Decision

19. The landlord's claim for hearing expenses succeeds in the amount of \$23.00.

Issue # 3: Refund of Security Deposit \$568.80

Security Deposit applied against monies owed \$568.80

Analysis

20. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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.
21. The landlord's claim for losses has been successful as per paragraphs 16 and 19 and as such the security deposit shall be applied against monies owed. 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. Security deposit plus 1% interest to the date of hearing is calculated at $\$568.80 * 1\% \text{ for } 94 \text{ days (January 1, 2024 - April 3, 2024)} = \570.26

Decision

- 22. The tenant's claim for a refund of the security deposit does not succeed.
- 23. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

- 24. The tenant's claim for refund of security deposit does not succeed.
- 25. The tenant shall pay the landlord \$498.58 as follows:

Compensation for damages	\$1045.84
Hearing expenses	23.00
Less security deposit & interest	570.26
 Total	 <u>\$498.58</u>

April 18, 2024

Date

Pamela Pennell
Residential Tenancies Office