

Residential Tenancies Tribunal

Application 2024-0290-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 16 May 2024 via teleconference.
2. [REDACTED], hereinafter referred to as “landlord1”, attended the hearing. [REDACTED], hereinafter referred to as “landlord2”, attended the hearing.
3. [REDACTED], hereinafter referred to as “the tenant”, did not attend the hearing and was not represented.

Preliminary Matters

4. The landlords submitted an affidavit of service indicating the tenant was served with an Application for Dispute Resolution electronically ([REDACTED]) at 6:35 PM on 25 April 2024 (**Exhibit L # 1**). As defined in the *Residential Tenancies Act*, 2018, this was appropriate service. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. As the tenant was properly served, and as further delay in the proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in her absence.
5. There was a written fixed term agreement (**Exhibit L #2**) which commenced in 2014 until 1 October 2023 when the tenant vacated the rental premises. Rent was set at \$1,250.00 due on the 15th of each month and the tenant was responsible for the payment of own utilities. There was a security deposit collected on the tenancy of \$900.00 collected on 18 August 2014 which is still in the possession of the landlords.
6. In a proceeding under the *Residential Tenancies Act, 2018*, the applicant has the burden of proof. This means the applicant has the responsibility to prove that the outcome they are requesting should be granted. In these proceedings the standard of proof is referred to as the balance of probabilities which means the applicant has to establish that his/her account of events is more likely than not to have happened.

Issues before the Tribunal

7. The landlords are seeking the following:
- An Order for compensation for damages in the amount of \$9,828.50
 - An Order for compensation for utilities payment in the amount of \$566.04
 - An Order for the security deposit to be used against monies owing
 - An Order for hearing expenses in the amount of \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in these cases are Sections 14 of *the Act*, along with Policy Number 09-003: *Claims for Damages to Rental Premises*, 09-005 *Life Expectancy of Property*, and 12-001: *Costs of the Residential Tenancies Program*.

Issue 1: Compensation for Damages of \$9,828.50

10. The landlord stated prior to the tenancy, the rental was completely renovated.
11. The landlords are seeking compensation for damages caused by the tenant in the amount of \$9,828.50. Landlord1 testified when she entered the rental premises after the tenant vacated, the damages were observed throughout the two-bedroom home. She stated they hired a contractor to perform the repairs between 1 November 2023 and 1 December 2023. Those damages the landlords broke down over 16 days and the contractor had broken down the costs as including \$2,660.00 of material costs and total labour costs of \$6,658.50 (**Exhibit L # 3**). Those items will be grouped under headers in this decision.
12. Along with their application, the landlords provided pictures of the rental after the tenant vacated.

Monday November 1

13. The landlords testified they were seeking \$180.00 for the costs associated with the contractor having to plaster and repair the interior wooden door of the rental premises. Along with their application, the landlords provided pictures after the tenant vacated which included holes in the walls (**Exhibit L # 4**) and of the interior door (**Exhibit L # 5**). The interior door landlord2 stated was installed in 2013. There were no pictures of the walls or the interior door prior to the tenant's occupancy and there were no receipts from the contractor for the costs of the plaster and repair materials. Furthermore, there was no indication of the number of hours which the contractor worked on this date.

Tuesday November 2

14. The landlords are seeking \$240.00 for the costs associated with sanding and priming. As indicated herein, pictures were offered of the walls and the interior door. Landlord2 stated the rental had been fully painted prior to the tenant's occupancy in 2014. Landlord1 testified the rental premises had been last painted by the tenant in 2022. There were no pictures of the rental prior to the tenant's occupancy and there were no receipts from the contractor of the costs of the primer and sanding materials. Furthermore, there was no indication of the number of hours which the contractor worked on this date.

Wednesday November 3

15. The landlords are seeking \$498.00 for the costs associated with painting and fixing the exterior patio door. This cost was broken down identifying \$18.00 for materials along with \$480.00 labour costs. Landlord2 stated the patio door was installed in 2013. There were no pictures of the rental prior to the tenant's occupancy and there were no receipts from the contractor for the identified materials purchased. There was also no indication of the number of hours which the contractor worked on this date. The landlords did provide, along with their application, a picture of the patio door after the tenant had vacated (**Exhibit L # 6**).

Monday November 13

16. The landlords are seeking \$600.00 for the costs associated with painting, installing new light fixtures, purchase of a new kitchen stove, transportation costs and dump fees for garbage left behind by the tenant. This cost was broken down identifying \$120.00 for materials along with \$480.00 labour costs. Landlord2 stated the kitchen stove was new in 2013 and had been damaged by the tenant during her tenancy and had to be replaced. The landlords did provide pictures of the ceiling lights (**Exhibit L # 7**), along with a picture of the kitchen stove (**Exhibit L # 8**) after the tenant vacated. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Tuesday November 14

17. The landlords are seeking \$681.00 for the costs associated with painting, installation of a new fire alarm, lights and dump runs. This cost was broken down identifying \$201.00 for materials along with \$480.00 in labour costs. Landlord2 stated the fire alarm had been removed by the tenant and it was initially installed in 2013 along with ceiling lights in the rental. Along with their application, as indicated herein, there were pictures of ceiling lights after the tenant vacated. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Wednesday November 15

18. The landlords are seeking \$682.00 for the costs associated with painting, electrical repair and costs for a new microwave. This cost was broken down identifying \$202.00 for materials, along with \$480.00 labour costs. Landlord1 testified the microwave was damaged by the tenant and had to be replaced. Landlord2 stated the microwave was

purchased in 2013. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Thursday November 16

19. The landlords are seeking \$481.00 for the costs associated with painting, light installations, and installation of moldings. The cost was broken down identifying \$31.00 for materials, along with \$450.00 labour costs. The items were said to have been installed new in 2013. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Monday November 20

20. The landlords are seeking \$1,756.00 for the costs associated with removal of damaged flooring, installation of new flooring and dump runs. The cost was broken down identifying \$1,276.00 for materials, along with \$480.00 labour costs. The hardwood flooring was installed in 2013 and landlord1 stated the area of the flooring next to the exterior door had been damaged by the tenant during her tenancy. Along with their application, the landlords also supplied a picture of the flooring area which was damaged and replaced (**Exhibit L # 9**). There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Tuesday November 21

21. The landlords are seeking \$480.00 for the costs associated of continuation of floor installation on this date. There was no indication of the number of hours which the contractor worked on this date, or how many rooms had flooring installed. Landlord1 testified due to the flooring next to the exterior door being damaged, the rental premises had to have new flooring in the main entry way area.

Wednesday November 22

22. The landlords are seeking \$502.00 for the costs associated with continuation of floor installation and molding installation on this date. The cost was broken down identifying \$22.00 for materials, along with \$480.00 labour costs. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Thursday November 23

23. The landlords are seeking \$523.00 for the costs associated with replacement of a closet door and caulking. The cost was broken down identifying \$43.00 for materials, along with \$480.00 labour costs. Along with their application, the landlords provided a picture of the damaged folding closet door which resulted from the actions of the tenant (**Exhibit L # 10**). There were no receipts from the contract of the breakdown of the materials

purchased and there was also no indication of the number of hours which the contractor worked on this date.

Monday November 27

24. The landlords are seeking \$364.00 for the costs associated with repair of the bathroom sink, transition strips and painting of door. The cost was broken down identifying \$124.00 for materials, along with \$240.00 for labour. Along with their application, the landlords provided a picture of the bathroom (**Exhibit L # 11**). There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Tuesday November 28

25. The landlords are seeking \$267.00 for the costs associated with repair inside step leading to the basement, transition strip and painting trim. The cost was broken down identifying \$27.00 for materials, along with \$240.00 for labour. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Wednesday November 29

26. The landlords are seeking \$303.00 for the costs associated with repairs outside the rental premises which included caulking, replacing the damaged dryer vent and painting trim. The cost was broken down identifying \$63.00 for materials, along with \$240.00 for labour. Along with their application, the landlords provided a picture of the outside of the premises (**Exhibit L # 12**). When questioned on the extent of the damages on the outside, landlord1 stated, "I wasn't really clear on what the damage was. We said just go ahead and do it". There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Thursday November 30

27. The landlords are seeking \$325.00 for the costs associated with replacement of a bedroom door (**Exhibit L # 14**) and patio door hardware. The cost was broken down identifying \$205.00 for materials, along with \$120.00 for labour. There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Friday December 1

28. The landlords are seeking \$596.00 for the costs associated with repairs to the wood spindles on the steps and the new window glass pane installed. The cost was broken down identifying \$356.00 for materials, along with \$240.00 for labour. Along with their application, the landlords provided a picture of the steps showing the condition of the wooden spindles after the tenant vacated (**Exhibit L # 13**). There were no receipts from the contract of the breakdown of the materials purchased and there was also no indication of the number of hours which the contractor worked on this date.

Analysis

29. With all damage claims, three primary things have to be considered: 1. Damages exist; 2. the respondent is liable for the damages; and 3. The value to repair or replace the item. When considering the value to repair and replace each item, depreciation should also be a factor. The landlords claim for \$9,828.20 in damages, divided over a 16 day period. The daily claims will be dealt with individually below.
30. The landlords claim **\$180.00** from November 1, 2023, for plastering and repair of an interior door. Landlord1 testified the interior door was installed in 2013 prior to the tenant's occupancy in 2014. As interior doors can last a lifetime, this has no impact on my analysis as depreciation does not apply to the repair of the interior door. Along with their application, the landlords provided pictorial evidence of the rental premises after the tenant vacated (**Exhibit L # 4**). Upon review of these pieces of evidence, the need for plastering in the rental premises is identified. This portion of the landlords claim succeeds.
31. The landlords claim **\$240.00** from November 2, 2023, for sanding and priming in relation to the work completed on November 1, 2023. As the claim for November 1, 2023, succeeds, this portion of the landlords claim also succeeds.
32. The landlords claim \$498.00 from November 3, 2024, for the painting of the rental premises and repair of the patio door. This claim was further broken down for \$18.00 materials and \$480.00 for labour. Costs associated with painting raises questions. The pictorial evidence which I have reveals two different pictures of holes in the walls. There is no other evidence to reflect plastering and priming had to be completed. Also worth consideration is depreciation of painting the rental premises. As noted in Policy 09-005 of the *Residential Tenancies Program: Life Expectancy of Property*, interior paint has an expectancy for between 3 to 5 years. The landlords testified the rental premises was last painting in 2013 suggesting interior painting was due. In relation to \$18.00 for materials for the patio door, along with their application, the landlords provided pictorial evidence of the patio door (**Exhibit L # 6**). Upon review of this piece of evidence, I do not observe damages to this door. Furthermore, there had been no receipt provided by the landlords to specify this material. The landlords claim of \$480.00 for labour costs for painting the rental premises and \$18.00 for materials from November 3, 2023, fails.
33. The landlords claim \$600.00 from November 13, 2023, for painting, installing lights, a new kitchen stove, attending the dump, and for a diffuser. This claim was broken down for \$120.00 for materials, and \$480.00 for labour. Along with their application, the landlords provided pictorial evidence of the ceiling light (**Exhibit L # 7**), the kitchen stove (**Exhibit L # 8**) and pictures of materials on the property which both landlords testified was left behind by the tenant (**Exhibit L # 9**). Upon review of the materials outside the rental premises, I observe items to be disposed of. In relation to the suggested need for a new kitchen stove, the landlords testified this item was purchased new and placed in the rental prior to the occupancy in 2013.

According to the *National Association of Home Builders/ Bank of America Home Equity Study of life Expectancy of Home Components, February 2007*, the life expectancy of Electric Range is 13 years. As this item was said to be purchased new in 2013 and the tenant vacated in 2023, this fails within the timelines, however I do not have a receipt of the item, I do not have evidence or testimony to indicate the tenant is responsible for the need to replace the kitchen stove. Upon review of the picture of the stove, it appears an element could be damaged, but this does not, on the balance of probabilities, suggest a new stove was required.

In relation to the installation of lights, the landlords offered pictures of two lights. One is not attached to the ceiling, and another appears to be missing a light bulb and globe. The concern is that I do not have a receipt indicating the costs associated with new lights. As specified in Policy 09-003 of the *Residential Tenancies Program: Claims for Damages to Rental Premises*, "When making a claim for damages, the applicant shall indicate the total amount of the claim and a detailed breakdown of the damages with each item valued". I do not have a detailed breakdown if one light or two lights were purchased.

Regards to the claim of painting, this has been previously awarded in this decision and, therefore, will not be included in with this portion of the claim.

The landlords were requesting compensation for purchase of a diffuser in this portion of their claim. I do not have a receipt of the cost of this item, nor do I have any testimony of the need of this item.

Upon review of the pictorial evidence of the rental property (**Exhibits L # 12**) reveals significant items, refuse of debris inside and outside that warrants the costs associated with removal of the materials. The landlords claim for **\$480.00** succeeds regarding labour costs associated with removal of items left on the property after the tenant vacated the rented premises.

34. The landlords claim \$681.00 from November 14, 2023, associated with painting, installation of a new fire alarm, lights and dump runs. This cost was broken down identifying \$201.00 for materials along with \$480.00 in labour costs. As the landlords were previously for painting in this decision, along with dump runs, both will not be included in this portion of the claim. Furthermore, the previous claim for lighting fails. There was no receipt for a new fire alarm. Landlord2 testified the fire alarm had been installed prior to the occupancy. According to the *National Association of Home Builders/ Bank of America Home Equity Study of life Expectancy of Home Components, February 2007*, the life expectancy of a smoke detector is under 10 years therefore this item exceeds its life expectancy. The landlords claim for \$681.00 fails.
35. The landlords claim \$682.00 from November 15, 2024, for the costs associated with painting, electrical repair and costs for a new microwave. This cost was broken down identifying \$202.00 for materials, along with \$480.00 labour costs. As noted herein, compensation for painting and costs for lighting has been addressed. Landlord1 testified the microwave could not be repaired and stated it was new prior to the tenant's occupancy in the rental. The tenant moved into the rental premises in 2014. According to the *National Association of Home Builders/ Bank of America Home Equity Study of life*

Expectancy of Home Components, February 2007, the life expectancy of a microwave oven is 9 years therefore this item exceeds its life expectancy. The landlords claim for \$682.00 fails.

36. The landlords claim \$481.00 from November 16, 2023, for the costs associated with painting, light installation, and installation of moldings. The cost was broken down identifying \$31.00 for materials, along with \$450.00 labour costs. Claims for both painting and light installation have already been addressed herein. The landlords testified the moldings had been installed in 2013 prior to the tenant's occupancy and due to the actions of the tenant, the moldings had to be replaced. Upon review of all the pictorial evidence provided by the landlords with their application, I do not observe any damages to moldings in the rental premises. Furthermore, there were no receipts provided related to cost of moldings. The landlords claim for \$481.00 fails.
37. The landlords claim \$1,756.00 from November 20, 2023, for the costs associated with removal of damaged flooring, installation of new flooring and dump runs. The cost was broken down identifying \$1,276.00 for materials, along with \$480.00 labour costs. The landlords testified the hardwood flooring was installed in 2013 and had to be replaced throughout the entry way of the rental. Along with their application, the landlords provided pictorial evidence of the damaged flooring in the entry way of the property.

According to the *National Association of Home Builders/ Bank of America Home Equity Study of life Expectancy of Home Components, February 2007*, the life expectancy of all wooden flooring is a "lifetime". The landlords claim for November 20, 2023, succeeds in the amount of **\$1,756.00**.

38. The landlords claim \$480.00 from November 21, 2023, for costs associated with continued installation of new flooring. The pictorial evidence which the landlords provided does not reflect the amount of new flooring which was required. In addition, I do not have receipts to indicate the amount of hard wood flooring purchased. Therefore, it is questioned if more than one day was required to install flooring in the entry way of the rental premises. The landlords claim for \$480.00 in relation to an additional day being required to install flooring fails.
39. The landlords claim \$502.00 from November 22, 2023, for the costs associated with continuation of floor installation and molding installation on this date. The cost was broken down identifying \$22.00 for materials, along with \$480.00 labour costs. As indicated herein, the claim for moldings failed and the claim for compensation for a second day of installing flooring. The landlords claim for \$502.00 fails.
40. The landlords claim \$523.00 from November 23, 2023, for the costs associated with replacement of a closet door and caulking. The cost was broken down identifying \$43.00 for materials, along with \$480.00 labour costs. Upon review of the pictorial evidence which the landlords provided with their application, I see the closet door. I do not observe an item that is damaged rather a door which requires painting. As painting had previously been addressed herein, the landlords claim for \$523.00 fails from November 23, 2023.

41. The landlords claim \$364.00 from November 27, 2023, for the costs associated with repair of the bathroom sink, transition strips and painting of door. Upon review of the pictorial evidence which the landlords provided with their application, I do not observe any damage to the bathroom sink. Furthermore, there is no evidence to support the claim that the transition strips had been damaged and needed to be replaced. In addition, painting was previously addressed herein. The landlords claim for \$364.00 from November 27, 2023, fails.
42. The landlords claim \$267.00 from November 28, 2023, for the costs associated with repair inside step leading to the basement, transition strip and painting trim. The cost was broken down identifying \$27.00 for materials, along with \$240.00 for labour. I do not have any evidence to suggest there was damage to the inside step to the basement. Previously, the claim for compensation for transition strip fails and painting was previously addressed herein. The landlords claim for \$297.00 from November 28, 2023, fails.
43. The landlords claim \$303.00 from November 29, 2023, for the costs associated with repairs outside the rental premises which included caulking, replacing the damaged dryer vent and painting trim. The cost was broken down identifying \$63.00 for materials, along with \$240.00 for labour. Upon review of the pictorial evidence which the landlords provided along with their application, I do not observe any damages to a dryer vent, the need for caulking or the need for painting trim. The landlords claim for \$303.00 from November 29, 2023, fails.
44. The landlords claim \$325.00 from November 30, 2023, for the costs associated with replacement of a bedroom door and patio door hardware. The cost was broken down identifying \$205.00 for materials, along with \$120.00 for labour. Upon review of the pictorial evidence which the landlords provided along with their application, I do observe damage to an interior door however, I do not observe damage to the patio door hardware. The landlords testified the interior door was installed in 2013. Any building supplies stores indicate the costs of an interior door observed in the pictorial evidence costs approximately \$200.00. The landlords claim from November 30, 2023, partially succeeds in the amount of **\$200.00**.
45. The landlords claim \$596.00 from December 1, 2023, for the costs associated with repairs to the wood spindles on the steps and the new window glass pane installed. The cost was broken down identifying \$356.00 for materials, along with \$240.00 for labour. Upon review of the pictorial evidence which the landlords provided along with their application, both items in this claim are damaged. The landlords claim from December 1, 2023, succeeds in the amount of **\$596.00**.

Decision

46. The landlords claim for compensation for damages succeeds in the amount of **\$3452.00** as follows:

- November 1, 2023..... \$180.00
- November 2, 2023..... \$240.00

- November 13, 2023..... \$480.00
- November 20, 2023.....\$1756.00
- November 30, 2023..... \$200.00
- December 1, 2023.....\$596.00
- Total..... **\$3452.00**

Issue 2: Compensation for Utilities of \$566.04

47. The landlords were seeking compensation for an outstanding power bill in the amount of \$566.04. Landlord2 testified the tenant was responsible for payment of own utilities bill and she vacated the rental premises prior to payment of the power bill. He stated when he spoke with the utilities company, he was informed the power would not be restored until the outstanding balance was paid in full. Along with their application, the landlords provided a copy of a NL Power bill for [REDACTED] (**Exhibit L # 14**).

Analysis

48. The rental agreement in place between the landlords and tenant was one where the tenant was responsible for her utilities (**Exhibit L # 2**). The landlords supplied a utilities bill payment in the amount of \$575.24 (**Exhibit L # 15**). The landlords testified the tenant vacated by 1 October 2023. Upon review of the power bill, this piece of evidence indicates the account is in the name of the landlords, the meter reading was on 24 November 2024 and the bill was dated 24 November 2024. This bill does not offer evidence to suggest the tenant is responsible for the use of the power. Based on the evidence in totality, the landlords claim fails.

Decision

49. The landlords claim for compensation for the payment of the utilities bill fails.

Issue 3: Security Deposit

50. The landlords are seeking to retain the security deposit of \$900.00. The landlords submitted evidence to support the claim the tenant had paid the security deposit in this amount (**Exhibit L # 2**). As the landlords claim for compensation has succeeded, the security deposit, plus applicable interest at the rate prescribed by the Security Deposit Interest Calculator shall be applied against monies owed (\$900.00 + \$3.39) and reveals the landlords shall retain \$903.39.

Decision

51. The landlords shall retain the security deposit of **\$903.39** to be applied to monies owed.

Issue 4: Hearing expenses

52. The landlords claim \$20.00 hearing expenses. Along with their application, they supplied a hearing receipt (**Exhibit L # 16**).

Analysis

53. As the landlords claim partially succeed, the tenant shall be responsible for the **\$20.00** hearing expense.

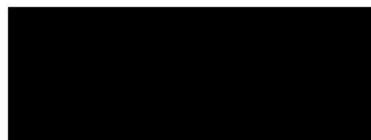
Summary of Decision

54. The landlords are entitled to a payment of **\$2568.61**, as determined as follows:

- Compensation for Damages.....\$3452.00
- **Less Security Deposit.....\$903.39**
- Hearing expenses.....\$20.00
- Total.....**\$2568.61**

27 August 2024

Date



Michael Reddy, Adjudicator
Residential Tenancies Office