

Residential Tenancies Tribunal

Application 2024-0321-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 2:00 PM on 22 May 2024 via teleconference.
2. [REDACTED], hereinafter referred to as “landlord1”, attended the hearing. [REDACTED], hereinafter referred to as “landlord2”, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, did not attend.

Preliminary Matters

4. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents’ absence so long as they have been properly served. The landlords submitted an affidavit (LL#1) and supporting documents with their application and stated they had served the tenants with notice via registered mail on 1 May 2024 ([REDACTED] & [REDACTED]). As both tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, the hearing proceeded in the absence of the tenants.
5. There was a written fixed term monthly agreement which commenced on 1 November 2022 until 3 December 2023 (LL # 2) when the tenants vacated the rental premises. Rent was set at \$1,200.00 due on the first of each month. There was a security deposit of \$600.00 collected on the tenancy on 6 October 2022 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 applicants have 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 in the amount of \$2,272.14
 - The Security Deposit to be used against monies owed
 - 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 \$2,272.14

10. The landlords testified the 3-bedroom home was six years old.
11. The landlords are seeking compensation for damages caused by the tenants in the amount of \$2,272.14. The damages were observed after the tenants vacated the rental premises in December 2023. Those damages the landlords broke down into 22 items on a Compensation for Damages List (LL # 3). Of those 22 items, the items will be grouped under 10 headers with rationale provided for these groupings. In addition to the Exhibit List, the landlords also supplied an Exhibit List (LL # 4) which identified 26 separate items. As no costs for compensation were identified in relation to items 23 through 26 of the Exhibit List, this decision will not adjudicate items 23 through 26 of the Exhibition List.
12. Along with their application, the landlords provided pictures of the rental premises, along with requests for tenant repairs issued during the tenancy (LL # 5)

Kitchen Stove

13. Landlord1 testified they were not seeking compensation to replace the two-year-old kitchen stove, rather compensation in the amount of \$100.00 for 5 hours of cleaning of this appliance after the tenants vacated the rental premises. Both landlords were involved in the cleaning of this appliance. Along with their application, the landlords provided pictures of the kitchen stove after the tenants vacated the rental premises (LL # 6).

Dishwasher

14. Landlord2 testified they were seeking compensation in the amount of \$877.31 for the costs associated with replacement of the two-year-old dishwasher. This amount was broken down to include purchase of a new appliance and delivery (\$579.58), service call (\$86.25), and required parts (\$17.24). Landlord1 testified the dishwasher had to be

replaced due to it not being able to closed and interior track rails missing. Along with their application, the landlords provided a copy of the receipt for the original dishwasher (LL # 7), a signed letter from a representative from Burton's Appliance Repairs indicating the need for the dishwasher to be replaced (LL # 8), a service call receipt to the rental premises (LL # 9), receipt for a dishwasher connector and supply line for a dishwasher (LL # 10), along with pictures of the dishwasher (LL # 11).

Fridge

15. The landlords claim for \$67.94 for the kitchen fridge. This compensation is broken down into \$20.00 for the labour associated with cleaning this appliance after the tenants vacated as well as \$47.94 for installation of a new fridge light. Landlord2 testified the fridge was newly purchased in 2017 and after contacting a local appliance repair company, they were informed the light had to be replaced. She stated her husband purchased the bulb and replaced it. Along with their application, the landlords supplied a receipt from Burtons Appliance Repair (LL # 12), along with pictures of the fridge (LL # 13).

Front Door

16. The landlords claim for \$122.93 for damages to the outside front door of the rental and door frame caused by the tenants. This claim was broken down as \$100.00 for labor associated with repair and replacement, along with \$22.93 for materials. Landlord1 testified the door was 6 years old and stated the door had to be repaired whereas the door frame had to be fully replaced. The door frame was MDF which was described as "split", whereas the door was a metal door and not closeable which he attributed to damages. Along with their application, the landlords supplied a receipt for foam stripping (LL # 14) in the amount of \$11.48 as well as a receipt for pine molding (LL # 15) in the amount of \$11.45. Pictures were also supplied by the landlords of the door frame and door (LL # 16).

Cleaning of the rental property

17. The landlords claim \$405.00 for cleaning of the rental property and premises. Both landlords testified a full cleaning of the rental premises was required after the tenants vacated. Both landlords testified they completed this cleaning. The landlords' Compensation for Damages (LL # 3) has five separate items related to cleaning. Specifically, items 5,6,15,16 and 19, each of which will be considered herein.
18. Landlord1 testified the property and shed of the rental premises had food scrapes which both landlords cleaned for 5 hours. They claim \$30.00 for clean up of the shed and garden. Along with their application, the landlords supplied pictures of the outside of the rental (LL # 17).
19. The landlords claim \$125.00 for clean up of the utility room. They offered evidence to suggest this cost was broken into both cleaning and paint which they used. The piece of evidence states they did not purchase new paint rather used paint which they had (LL # 18). Landlord1 testified the area which had to be cleaned and painted was where the washer and dryer were. He stated the mold was caused by the tenants and lack of their

regular cleaning of the area. Landlord2 testified both landlords cleaned this area for 4 hours. Along with their application, the landlords supplied pictures of the utility room after the tenants vacated (LL# 19).

20. The landlords claim \$100.00 for clean up of this rental premises which included cleaning of vents, floors, windows, kitchen sink and cupboards. Along with their application, the landlords supplied pictures of the noted areas of the rental premises (LL # 20). There was no indication of the time spent cleaning these items.
21. The landlords claim \$100.00 for the cleaning and painting of doors and baseboards of the rental premises. Along with their application, the landlords supplied pictures of the doors and baseboards after the tenants vacated (LL # 21). There was no indication of time spent cleaning these items.
22. The landlords claim \$50.00 for cleaning of the washer and dryer of the rental premises. Along with their application, the landlords supplied pictures of the washer and dryer after the tenants vacated (LL # 22). There was no indication of the time for cleaning both appliances.

Cleaning Products

23. The landlords claim \$44.97 for costs of cleaning products. As noted herein, they provided pictorial evidence after the tenants vacated the rental property. In addition to their application, they supplied a receipt of cleaning materials purchased on 5 December 2023 (LL # 23).

Washer Pump

24. The landlords claim \$112.70 for a washer pump. Landlord1 testified this was caused by the tenants as they failed to clean the washer and the washer which resulted in the washer not draining after use. The landlords testified this appliance was two years old. As indicated herein, the landlords supplied pictorial evidence of the washer (LL #22) after the tenants vacated. In addition, along with their application, the landlords also provided a receipt for Sparkes Appliance Repair (LL # 24) of the costs associated with the service call to the rental premises and labour (LL # 25).

Repair to 2nd bedroom

25. The landlords claim \$150.00 for repairs to the 2nd bedroom which included installation of a new bedroom door, installation of a new door frame and new moldings. Along with their application, the landlords supplied a piece of evidence (LL # 26) indicating the tenants had purchased a new bedroom door but failed to install it as requested. Landlord1 installed this door. There was no testimony offered to indicate the costs associated with the new door frame or moldings.

Smoke Detector

26. The landlords claim \$59.49 for a smoke detector broken down into \$34.49 for the cost of a smoke detector and \$25.00 labour to install. Landlord2 testified the smoke detector in

the 2nd bedroom was missing after the tenants vacated. Along with their application, the landlords provided a receipt of the costs of a smoke detector (LL # 27) and pictorial evidence (LL #28).

Repairs/Painting of Walls

27. The landlords claim \$331.81 for repair, sanding and painting of walls of the rental premises. The Compensation for Damages form which the landlords supplied along with their application (LL # 3) breaks down this item down into 6 different locations. Landlord1 testified the rental premises had last been painted 2.5 years ago and stated due to damages caused by the tenants, he had to repair and repaint the second bedroom, the kitchen, and the sitting room in the basement for 7 hours. Their application also included pictures of the walls throughout the rental premises (LL# 29 and LL #30). Furthermore, receipts were provided for the cost of paint and supplies in the amounts of \$26.44 and \$31.81 (LL # 30).

Analysis

28. With all damage claims, three primary things have to be considered: 1. Damages exist; 2. The respondents are liable for the damages: and 3. The value to repair or replace the items. When considering the value to repair and replace each item, depreciation should also be a factor. The claims will be dealt with individually below.

Kitchen Stove

29. The landlords claim \$100.00 for costs associated with cleaning of this appliance. Upon review of the pictorial evidence of the kitchen stove (LL # 6), the need for cleaning of this appliance is identified. The claim that 5 hours to clean this appliance was required is questioned. As the landlords both testified they both were involved in clean up of the rental premises after the tenants vacated, I find that two able bodied individuals could clean a kitchen stove within two hours. Section 09-005 of the *Residential Tenancies Program: Life Expectancy of Property, Claims Refusal* specifies self-labour is calculated as minimum wage (\$15.60) + \$8.00 = \$23.60. Following this calculation, two hours labour, (\$23.60 X 2 hours = \$47.20) involving two individuals (\$47.20 X 2 individuals = \$94.40). This portion of the landlords claim in the amount of **\$94.40**.

Dishwasher

30. The landlords claim \$877.31 for the costs associated with the replacement of the dishwasher. Landlord1 testified the dishwasher was two years old. Along with their application, the landlords provided a receipt of the cost of the dishwasher which had been installed prior to the tenancy (LL # &), along with a signed letter from a representative from Burton's Appliance Repairs indicating the need for the dishwasher to be replaced (LL # 8), a service call receipt to the rental premises (LL # 9), receipt for a dishwasher connector and supply line for a dishwasher (LL # 10), along with pictures of the dishwasher (LL # 11).

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

dishwasher is 9 years. Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for the cost of purchase for a new dishwasher and installation of this appliance. This portion of the landlords claim succeeds in the amount of **\$877.31**.

Fridge

31. The landlords claim \$67.94 for costs associated with replacement of a refrigerator light. The landlords testified the refrigerator was two years old. Along with their application, the landlords supplied a receipt from Burtons Appliance Repair (LL # 12), along with pictures of the fridge (LL # 13). The issue which is questioned is if the tenants are responsible for the replacement of a light bulb? Viewing the evidence in its totality, I am unable to assess if the tenants are responsible for this, and therefore am not able to evaluate whether the level of compensation claimed is legitimate. The landlords have failed to meet the evidentiary onus, and this portion of their claim therefore fails.

Front Door

32. The landlords claim \$122.93 for costs associated with front door and door framing. Along with their application, the landlords supplied a receipt for foam stripping (LL # 14) in the amount of \$11.48 as well as a receipt for pine molding (LL # 15) in the amount of \$11.45. Pictures were also supplied by the landlords of the door frame and door (LL # 16) identifying damages to the door frame. Considering the evidence in its totality, I conclude on a balance of probabilities that the tenants are responsible for the cost of repair for the door and replacement of the door frame. This portion of the landlords claim succeeds in the amount of **\$122.93**.

Cleaning of Rental Property

33. The landlords claim \$405.00 for costs associated with cleaning inside and out of the rental property. As stated herein, both landlords testified they were involved in this cleaning. The landlords' Compensation for Damages (LL # 3) reflects five separate items in relation to the cleaning of the rental premises (items 5,6,15,16 and 19). In totality, the landlords testified and offered evidence nine hours of cleaning was required for the cleaning. Along with their application, the landlords provided pictorial evidence in relation to the need for cleaning after the tenants vacated as indicated herein identifying the need for cleaning of the rental premises. Considering the evidence in its totality, I conclude on a balance of probabilities that the tenants are responsible for the cost associated with cleaning of the rental premises. This portion of the landlords claim succeeds in the amount of **\$405.00**.

Cleaning Products

34. The landlords claim \$44.97 for costs associated with purchase of cleaning products. In addition to their application, they supplied a receipt of cleaning materials purchased on 5 December 2023 (LL # 23). As the claim for cleaning of rental property succeeds, this portion of the landlords claim also succeeds in the amount of **\$44.97**.

Washer Pump

35. The landlords claim \$112.70 for a washer pump. Landlord2 testified this was caused by the tenants as they failed to clean the washer and stated this appliance was two years old. As indicated herein, the landlords supplied pictorial evidence of the washer (LL #22) after the tenants vacated. In addition, along with their application, the landlords also provided a receipt for Sparkes Appliance Repair (LL # 24) of the costs associated with the service call to the rental premises and labour (LL # 25).
36. While the pictorial evidence offered by the landlords had been supplied, it does not adequately reveal the washer pump does have debris, landlord1 testified all appliances were 2 years old. 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 washer is 10 years. Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for the cost of purchase for a new washer pump and installation of this. This portion of the landlords claim succeeds in the amount of **\$112.70**.

Repair to 2nd Bedroom

37. The landlords claim \$150.00 for repairs to the 2nd bedroom which included installation of a new bedroom door, installation of a new door frame and moldings. Along with their application, the landlords supplied a piece of evidence (LL # 26) indicating the tenants had purchased a new bedroom door but failed to install it as requested. Landlord1 testified he installed this door. The pictorial evidence did not reflect the moldings and door frame. There were no receipts provided indicating the costs associated with purchase of the new door frame and moldings. Furthermore, there was no indication of the amount of time spent on these items. Viewing the evidence in its totality, I am unable to assess the extent of the damages to the door frame and moldings, and therefore am not in a position to evaluate whether the level of compensation claimed is legitimate. The landlords have failed to meet the evidentiary onus, and this portion of their claim therefore fails.

Smoke Detector

38. The landlords claim \$59.49 for the smoke detector which was broken down into \$34.49 for the cost of the item, along with \$25.00 for installation of this item. Along with their application, the landlords provided a receipt of the costs of a smoke detector (LL # 27). In addition, there was pictorial evidence supplied identifying the smoke detector was not in the rental premises (LL #28). Considering the evidence in its totality, I conclude on the balance of probabilities the tenants are responsible for the cost. This portion of the landlords claim succeeds in the amount of **\$59.49**.

Repairs/Painting of Walls

39. The landlords claim \$331.81 for repairs and painting of the rental premises. Landlord1 testified the rental had been painted 2.5 years ago and he had to repaint the 2nd bedroom, kitchen and sitting room in the basement. Along with their application, the Compensation for Damages form (LL # 3) breaks down this item down into 6 different

locations. In addition, there were picture supplied by the landlords of the walls of the rental premises (LL # 29 & 30). This evidence identifies the need for both repair and repainting of the rental premises. There were receipts provided for the cost of paint and supplies, as well as testimony the landlords repaired and painted for 7 hours. Section 09-005 of the *Residential Tenancies Program: Life Expectancy of Property, Claims Refusal* specifies self-labour is calculated as minimum wage (\$15.60) + \$8.00 = \$23.60. Following this calculation, seven hours labour, (\$23.60 X 7 hours = \$165.20) involving two individuals (\$165.20 X 2 individuals = \$330.40). Considering the evidence in its totality, I conclude on a balance of probabilities that the tenants are responsible for the cost associated with repair and re-painting of the walls of the rental premises. This portion of the landlords claim in the amount of **\$330.40**.

Decision

40. The landlords claim for compensation for damages succeeds in the amount of **\$2,047.20** as follows:

• Kitchen Stove.....	\$94.40
• Dishwasher.....	\$877.31
• Front Door.....	\$122.93
• Cleaning.....	\$405.00
• Cleaning supplies.....	\$44.97
• Washer Pump.....	\$112.70
• Smoke Detector.....	\$59.49
• Repair/Paining.....	\$330.40
• Total.....	<u>\$2047.20</u>

Issue 2: Security Deposit

41. The landlords are seeking to retain the security deposit of \$600.00. The landlords submitted evidence to support the claim the tenants had paid the security deposit in this amount (LL #31). 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 the monies owed (\$600.00 + \$2.36) and reveals the landlords shall retain \$602.36.

Decision

42. The landlords shall retain the security deposit of **\$602.36** to be applied to monies owed.

Issue 3: Hearing Expenses

43. The landlords claim \$20.00 hearing expenses. Along with their application, they supplied a hearing receipt (LL # 32).

Analysis

44. As the landlords claim partially succeeds, the tenants shall be responsible for the **\$20.00** hearing expenses.

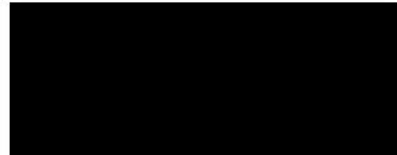
Summary of Decision

45. The landlords are entitled to a payment of **\$1,464.84**, as determined as follows:

- Compensation for Damages.....\$2,047.20
- **Less Security Deposit.....\$602.36**
- Hearing Expenses.....\$20.00
- Total.....**\$1,464.84**

13 September 2024

Date



Michael Reddy, Adjudicator
Residential Tenancies Office