

Residential Tenancies Tribunal

[REDACTED] Decision 19-0166-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 9:20 a.m. on March 27, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The landlord, [REDACTED], hereafter referred to as the landlord, participated in the hearing.
3. The tenant, [REDACTED], hereafter referred to as tenant1, attended the hearing by conference call. The tenant, [REDACTED], hereafter referred to as tenant2 did not attend the hearing but she was represented by [REDACTED].

Preliminary Matters:

4. The landlord discontinued the claim for replacement of the bi-fold door in the amount of \$85.00.

Issues before the Tribunal

5. The landlord is seeking the following:
 - a. Compensation for cleaning and garbage removal - \$865.91;
 - b. Compensation for damages - \$1709.00;
 - c. Changing of locks - \$40.00;
 - d. Compensation for inconvenience (Payment of rent) - \$700.00.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
7. Also relevant and considered in this case are Sections 10 and 19 of the Act.

Issue 1: Compensation for cleaning and garbage removal - \$865.91

Landlord Position

8. The tenants moved into the unit on September 1, 2018 on a month to month tenancy with rent set at \$1500.00 per month.
9. The landlord testified that the tenants moved out of the unit on January 3, 2019. After they moved out he received a quote from a cleaning company in the amount of \$445.91 to clean the unit. He did not hire the cleaning company but he is claiming the \$445.91 as he cleaned the unit himself. He spent 16 hours cleaning. The cleaning consisted of the fridge, freezer, stove, cupboards, counter, floors, windows, ledges, washer, dryer and the bathroom. He said there were food left in the fridge, items left on the counter, clothes left in the washer, miscellaneous items scattered throughout the unit. There was also cat litter and feces on the floors and feces on the curtain in the bedroom. As evidence, the landlord submitted photographs of the unit (LL #1).
10. The landlord further testified that he had to pack up everything that was left in the unit and bring the items to the dump. There were 2 TVs, TV stand, 4 chairs, bed, dresser, blankets, clothes, toys, bags of garbage and miscellaneous items. He had to make 7 trips to the dump to dispose of the items. He is claiming \$420.00. This includes his time to load the truck, bring the items to the dump and \$100.00 for gas. The landlord testified he received permission from Residential Tenancies to dispose of the items.

Tenant Position

11. Tenant1 testified he agrees to the cleaning of the unit and the disposal of the items left behind. He is accepting the amount of \$865.91 (\$445.91 + \$420.00 = \$865.91) to have the unit cleaned and to dispose of the garbage and the items that were left behind.

Analysis

12. I have reviewed the testimony of the landlord and tenant1 and I find tenant1 is accepting responsibility for the cleaning and the disposal of the garbage and the items that were left behind. Also tenant1 is not disputing the amount the landlord is claiming.

Decision

13. The landlord's claim for cleaning and garbage removal succeeds in the amount of \$865.91.

Issue 2: Compensation for damages – \$1709.00

14. The landlord is seeking to recover the cost of the materials for the items that were damaged during the tenancy. The landlord testified that when the tenancy ended there were damages to the unit. He had to replace the vanity in the bathroom, the taps and sink in the kitchen, the flooring in the kitchen, dining room, living room and hallway. He also had to paint the entrance door and replace the curtains in the bedroom. He did not bring the receipts for the purchase of the materials to the hearing.
15. The landlord testified that the vanity in the bathroom had to be replaced because there was a piece missing from one of the sinks. There are two sinks in the vanity and you cannot replace just the sink. You have to replace the full vanity. The cost to replace the vanity is \$180.00. The vanity is between 15 – 20 years old. The landlord submitted a photograph of the vanity in the bathroom (LL #2).
16. The landlord testified that the coating was coming off the sink in the kitchen. He said it looked like burn marks on the sink. He had to replace the sink. When he went to remove the taps to replace the sink, the fittings for the taps broke off. He then had to replace the taps. The sink and taps were purchased at Kent at a cost of \$99.00 for the sink and \$120.00 for the taps. Photographs of the sink were submitted at the hearing (LL #3).
17. The landlord testified that the curtains in one of the bedrooms had to be replaced because there was cat feces on one curtain. He does not know the age of the curtains. The cost to replace the curtains was \$45.00. The landlord submitted a photograph of the curtain (LL # 1). The photograph shows feces on the curtain.
18. The landlord testified that he had to purchase a gallon of paint to paint the front entrance door because there were a lot of markings on the door. The cost of

the paint was \$35.00. The landlord submitted a photograph of the door (LL #4).

19. The landlord testified that there was a hole in the middle of the cushion flooring in the kitchen. He does not know the age of the cushion flooring. He purchased the flooring at The Carpet Factory in the amount of \$400.00 and he hired someone to install the flooring.
20. The landlord testified that the carpet had stains and burn marks on it. He replaced the carpet with laminate flooring but he received a quote in the amount of \$830.00 to have the carpet replaced in the dining room, living room and the hallway. The quote included the removal of the old carpet and the installation of new carpet. He said he didn't try to clean the carpet. The landlord presented photographs of the flooring in the kitchen and of the carpet (LL #5 & 6).

Tenant Position

21. Tenant1 testified that he is accepting responsibility for the replacement of the sink for the bathroom in the amount of \$180.00. He said there was no running water in the kitchen and he had to use the bathroom sink to wash dishes. He dropped a dish in the sink and the sink broke.
22. Tenant1 testified that he is not taking responsibility for replacement of the sink and taps in the kitchen. He had to use bottles of Drano and other chemicals provided to him by a plumber to try and clear the clogged pipe. For 2½ months he was constantly putting Drano down the sink in the kitchen. The enamel came off the sink from the excessive amounts of chemicals he was using. He said after trying to clear the pipes for months, the landlord then replaced all of the piping underneath the sink.
23. Tenant1 testified that he accepts responsibility for the replacement of the curtains but he does not agree with the amount the landlord is claiming. He said the curtains were old.
24. Tenant1 testified that he is accepting responsibility for the purchase of the paint for the front door. The door had marks on it from putting items up against the door. He said someone broke into the unit while they were living there. After the break-in, he would put things up against the door.
25. Tenant1 testified that the damage to the kitchen flooring was caused by his dogs. The flooring was old. It was at least 15 years old. He doesn't agree with the amount of \$400.00.

26. Tenant1 testified that the carpet needs to be replaced because the carpet is old. He said the vacuum cleaner caused a couple of burn marks to the carpet but there were burn marks on the carpet when he moved into the unit.

Analysis

27. I have reviewed the testimony of the landlord and tenant1 and the evidence presented. I find tenant1 accepts responsibility for a number of the items but he does not agree with some of the amounts the landlord is claiming. He is accepting the amount of \$180.00 for replacement of the sink in the bathroom and \$35.00 for the purchase of the paint for the front door.

28. For the replacement of the curtains in the bedroom and the cushion flooring in the kitchen the tenant is acknowledging the damages but does not agree with the amount the landlord is claiming. These items are depreciable items with a life expectancy of up to 10 years. The landlord was unable to determine the age of these items. Since the landlord was unable to determine the age, I award an arbitrary amount of \$10.00 for the replacement of the curtains and \$100.00 for replacement of the cushion flooring in the kitchen.

29. With respect to the replacement of the sink and the taps in the kitchen. The landlord failed to establish the sink was damaged due to a willful or negligent act by the tenants. The fittings for the taps broke off when the landlord was removing the taps.

30. With regard to the replacement of the carpet, I find the landlord did not provide any evidence to show the condition of the carpet prior to the start of the tenancy.

Decision

31. The landlord's claim for damages succeeds as per the following:

- a. Replacement of the vanity.....\$180.00
- b. Purchase of paint 35.00
- c. Replacement of the curtains 10.00
- d. Replacement of kitchen flooring 100.00
- e. Total owing for damages \$325.00

Issue 3: Cost to change locks - \$40.00

Landlord Position

32. The landlord testified he had to change the locks after the tenants vacated the unit. The cost to change the locks is \$40.00.

Tenant Position

33. Tenant1 is accepting responsibility for the changing of the locks. He said he replaced the locks because he had a security system installed.

Analysis

34. I have reviewed the testimony of the landlord and tenant1 and I find the tenants changed the locks during the tenancy.

Decision

35. The landlord's claim for the cost to change the locks succeeds in the amount of \$40.00.

Issue 4: Payment of rent - \$700.00

36. In determining an application for the payment of rent, the landlord is required to establish the rental rate and the payment record.

Landlord Position

37. The landlord testified that he had a Judgement Hearing on March 26, 2019 and he was awarded rent up to January 3, 2019. He is seeking \$700.00 towards January's rent for two weeks to have the work completed. He said it took him longer than two weeks to do the work because he was doing the work at his convenience.

38. The landlord further testified that he advertised the unit on Kijiji on January 15, 2019 and the unit was re-rented for February 1, 2019. The new tenant could not move into the unit until February 3, 2019 because the unit was not ready until that date.

Tenant Position

39. Tenant1 did not make a comment on the claim for the payment of rent.

Analysis

40. I have reviewed the testimony of the landlord and tenant1 in this matter. I find the landlord had to do some work on the unit after the tenant vacated. Based on the cleaning and the work awarded in the items above, I find the amount the landlord is claiming for lost rent is reasonable.

Decision

41. The landlord's claim for payment of rent succeeds in the amount of \$700.00.

Summary of Decision

42. The landlord is entitled to the following:

- a) Compensation for cleaning and garbage removal\$865.91
- b) Compensation for damages..... \$325.00
- c) Compensation for changing of the locks \$40.00
- d) Payment for rent.....\$700.00
- e) **Total Owing to Landlord**.....**\$1930.91**

June 21, 2019

Date

Residential Tenancies Section