

Residential Tenancies Tribunal

Decision 19-0265-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 11:30 a.m. on May 2, 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 tenants, [REDACTED], hereafter referred to as tenant1, participated in the hearing by conference call. [REDACTED], hereafter referred to as tenant2, did not attend the hearing but she was represented by [REDACTED].

Preliminary Matters

4. The landlord amended the claim for payment of damages from \$4099.45 to \$2660.97.

Issues before the Tribunal

5. The landlord is seeking the following:
 - a. Compensation for damages in the amount of \$2660.97;
 - b. Hearing expenses.

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 Section 10 of the Act and Policy 12-1: *Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF.*

Issue 1: Compensation for damages - \$2660.97

Landlord Position

8. The landlord stated the tenants moved into the unit on March 1, 2016 for a one year term with rent set at \$1500.00 per month due on the 1st of each month. The landlord testified that the tenants moved out of the unit on March 15, 2019. When they vacated there were damages to the unit. The storm door and the entrance door on the back of the house were damaged and they had to be replaced at a cost of \$983.47. The walls in two bedrooms, a wall in the front and back porch and a wall in the living room had holes in them. The tenants installed two coat racks; one on a wall in the front porch and one on a wall in the back porch. A TV mount was installed on a wall in the living room. The coat racks and the TV mount were removed leaving holes in the walls. Also the top of the doors in the bedrooms were damaged as the tenants used over the door hangers. He also testified that the paint was off the dining room door and the trim upstairs and the window ledge in the rec room was soiled. He said they must have had stickers on the window ledge. When the stickers were removed, the paint must have come off.
9. The landlord further testified that he received a quote from [REDACTED] (LL #2) in the amount of \$800.00 for the plastering and painting. The quote includes the cost of the materials and labour. A quote was received from Kent in the amount of \$783.47 (LL #11) for the two doors.
10. The landlord testified that there were some other minor damages such as the handle was missing off the toilet in the downstairs bathroom; the smoke detector was broken; the door knob in the master bedroom was broken; the unit had to be cleaned and there was garbage left behind. He testified he spent between 10 – 12 hours cleaning the carpets, laundry room, the back stairs and the front porch. He also had to bring the garbage to the dump. The landlord presented photographs of the unit (LL #1, 3, 5, 6, 7 and 8). The cost for the materials and labour to carry out the repairs is as follows:

• Replacement of the handle for the toilet	\$ 30.00
• Replacement of the smoke detector	50.00
• Replacement of the door knob	30.00
• Removal of the garbage	80.00
• Cleaning	80.00
	<u>80.00</u>
	\$270.00

11. The landlord testified that he received a call from the tenants in February 2019 stating that they have mice in the unit. He went to the unit and he called the pest control company, Orkin Canada. A representative from Orkin Canada came to the unit. When the representative was at the unit he saw dog feces in the back yard. The landlord said the representative told him that dog feces attracts rodents. The landlord presented a copy of the agreement and the report from Orkin Canada (LL #9). The agreement states the cost is \$517.50 and the report states that to make sure the dog feces is cleaned regularly.
12. The landlord testified that he received a call from tenant1 on February 2, 2019 informing him that the toilet downstairs had backed up and the toilet was overflowing. He went to the unit to investigate. When he was at the unit, himself and tenant1 tried to figure out the problem. They could not find the problem. They had to call the City of St. John's. When the representative from the City arrived he had to clear the clean out pipe because the pipe was full of grease. He was charged \$100.00 by the City of St. John's (LL #3). The landlord further testified that this was their first issue with the pipes blocking and the representative from the City of St. John's told him that the buildup was over the last year or so.

Tenant Position

13. The tenant testified that he accepts responsibility and the cost for the replacement of the doors, the plastering and painting, the replacement of the toilet handle, smoke detector and the doorknob, the cost for the cleaning and garbage removal and the cost for the pest control. He testified that they have never put grease down the sink. He said there is grease in all pipes and the representative from the City had to use a 15' extension before he found the obstruction. The representative wasn't sure what caused the obstruction.

Analysis

14. I have reviewed the testimony and evidence of the landlord and tenant and I find the tenant is accepting responsibility for the damages and the amount the landlord is claiming except for the \$100.00 from the City of St. John's to have the clean out pipe cleared. I also find the landlord did not provide any evidence to establish that the tenants were responsible for the blockage in the pipes.

15. The landlord's claim for damages succeeds as per the following:
- a. Replacement of the doors.....\$983.47
 - b. Plastering and painting\$800.00
 - c. Minor repairs\$270.00
 - d. Cost of the pest control\$517.50
 - e. Total owing for damages\$2570.97

Issue 2: Hearing Expenses - \$20.00

16. Under the authority of Section 47.(q) the director may require the unsuccessful party to pay costs to the successful party to an application. Costs eligible to be awarded are identified in *Policy 12-1: Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF.*

Landlord Position

17. The landlord paid an application filing fee in the amount of \$20.00. The landlord is seeking this cost.

Analysis

18. The cost the landlord incurred to make the application is considered a reasonable expense as per *Policy 12-1 Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF.* Therefore, I find the tenants are responsible to cover the cost of the hearing expenses in the amount of \$20.00.


Decision

19. The tenants shall pay the landlord's hearing costs in the amount of \$20.00.

Summary of Decision

20. The landlord is entitled to the following:
- a) Compensation for damages..... \$2570.97
 - b) Hearing expenses \$20.00
 - c) **Total Owing to Landlord**.....**\$2590.97**

August 26, 2019
Date


Residential Tenancies Section