

Residential Tenancies Tribunal

Application 2025-0647-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 27-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served the tenants with the notice of hearing electronically by emails on 8-August-2025 (LL#1). The tenants confirmed receipt of the documents. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a verbal month-to-month rental agreement which commenced on 1-December-2023. The tenants vacated the unit on 4-June-2025. Rent was \$1200.00 per month, due on the first day of each month. A security deposit of \$750.00 was paid on 27-September-2023 and was refunded to the tenants on 5-June-2025.
6. The landlord amended the application to omit security deposit to be applied against monies owed.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for damages \$13,374.30

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 this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises and Section 9-5: Depreciation and life expectancy of property.

Issue # 1: Compensation paid for Damages \$13,374.30

Relevant Submission

10. The landlord testified that there were damages / losses to the unit, and she is seeking \$13,374.30 to cover the cost to repair /replace as needed. The landlord submitted a damages ledger to support the claim (LL#2). **Note:** The damages ledger shows a greater amount than the amount sought on the application. See breakdown of the damages ledger below and note some items are grouped together for simplicity:

Damages Ledger 2025-0647-NL		
Damages / losses	Amount	Total
Flooring materials	\$1,610.00	\$1,610.00
Floor & door mouldings	\$527.08	\$2,137.08
Floor boards & underlay	\$1,337.91	\$3,474.99
Door boxes & door strips	\$1,324.80	\$4,799.79
Wood (2 x 4)	\$57.50	\$4,857.29
Caulking & Nails	\$48.04	\$4,905.33
paint materials	\$698.91	\$5,604.24
Heater	\$80.49	\$5,684.73
Flooring for front porch	\$230.00	\$5,914.73
mouldings for front porch	\$201.63	\$6,116.36
Labor	\$4,800.00	\$10,916.36
Garbage removal	\$70.00	\$10,986.36
Loss of rent	\$2,400.00	\$13,386.36

Landlord's and Tenant's Positions

11. The landlord testified that there were extensive damages to the unit due to severe cat urine residue and urine odor which were not identified in full until after the end of the tenancy. The landlord testified that the situation was worse than what she had thought as it was only after investigative work was completed that she realized that the tenants' cat(s) had been urinating throughout the entire unit leaving urine residue and urine odor that could not be removed without renovations to the unit. The tenants did not dispute that they had 4 cats, nor did they dispute that the cats had urinated in the porch area and small hallway leading to the porch leaving a cat urine odor in that area, however they disputed any damage to the remaining areas of the unit and noted that a previous water leak in the living room and unlevel flooring could explain the water damage underneath the flooring. The landlord's and the tenant's position on each item as listed above are as follows:

Item # 1: Flooring materials (\$1610.00) – The landlord testified that due to the severity of the cat urine residue and urine odor within the unit, all the flooring in the unit needed to be replaced, and she is seeking \$1610.00 to cover the cost of 35 boxes of laminate flooring for the unit except for the porch and small hallway area leading to the porch. The landlord submitted photographs of the unit to support the claim (LL#3) and a copy of a handwritten estimate of the cost of the same grade of flooring based on the dimensions of the unit to support the claim (LL#4).

The tenants disputed the landlord's claim that all the flooring in the unit needed to be replaced due to cat urine damage except for the porch area and the small hallway leading to the porch. The tenants referenced a leak in the living room area dating back to January 2024 when the flooring in that area was damaged, and they questioned whether or not the water from the leak would have caused the damage to the flooring. The tenants also questioned the condition of the flooring and stated that there was damage to the flooring when they moved in and submitted a photograph showing previous damage to the flooring (TT#1).

Item # 2: Floor and door mouldings (\$527.08) – The landlord testified that due to the severity of the cat urine residue within the unit, all the floor mouldings and door mouldings in the unit were swollen and needed to be replaced, and she is seeking \$205.08 for the cost of 17 pieces of floor mouldings and \$322.00 for the cost of 5 packs of door mouldings. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the mouldings to support the claim (LL#4).

The tenants disputed the landlord's claim that all the floor mouldings and door mouldings in the unit needed to be replaced except for the porch area and the small hallway leading to the porch and tenant 1 questioned why the landlord would be claiming for the top portion of the door mouldings when the damage in question was limited to a couple of feet above the bottom of the floor area and the tenants also once again referenced a leak in the living room area dating back to January 2024 and stated that the flooring was not level in the unit which could have potentially caused water from the leak to be distributed to other areas of the unit.

Item # 3: Floorboards & underlay (\$1337.91) – The landlord testified that due to the severity of the cat urine that seeped down through the flooring, some of the floorboards (sub-floor) and underlay was destroyed and needed to be replaced, and she is seeking \$1,251.66 for the cost of 30 sheets of board and \$86.25 for the cost of 3 rolls of underlay. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the floorboards and underlay to support the claim (LL#4).

The tenants disputed the landlord's claim that some of the floorboards and underlay needed to be replaced except for the porch area and small hallway leading to the porch. The tenants again referenced a leak in the living room area dating back to January 2024 and stated that the flooring was not level in the house which could have potentially caused water from the leak to enter underneath the floor and be distributed to other areas of the unit.

Item # 4: Door boxes & door strips (\$1324.80) – The landlord testified that due to the severity of the cat urine residue around the bottom of the doorways within the unit, the door boxes and door strips needed to be replaced, and she is seeking \$966.00 for the cost of 24 pieces of door boxes and \$358.80 for the cost of 24 pieces of door strips. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the door boxes and strips to support the claim (LL#4).

The tenants disputed the landlord's claim that all the door boxes and door strips in the unit needed to be replaced except for the porch area and the small hallway leading to the porch and tenant 1 questioned why the landlord would be claiming for the top portion of the door boxes and strips when the damage in question was limited to a couple of feet above the bottom of the floor area and the tenants again referenced a leak in the living room area dating back to January 2024 and stated that the flooring was not level in the unit which could have potentially caused water from the leak to be distributed to other areas of the unit. The tenants also noted that there was water damage to the outside door box as water would come in during rainstorms.

Item # 5: Wood 2 x 4 (\$57.50) – The landlord testified that when the mouldings were removed, the wood located between the sheets of gyproc were wet with urine and needed to be replaced and the landlord is seeking \$57.50 to cover the cost of the wood. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the wood to support the claim (LL#4).

The tenants disputed the landlord's claim that wood was required and again referenced a leak in the living room area dating back to January 2024 and stated that the flooring was not level in the unit which could have potentially caused water from the leak to be distributed to other areas of the unit.

Item # 6: Caulking & nails (\$48.04) – The landlord testified that caulking and nails were required to complete the work, and she is seeking \$38.39 for the cost of 12 tubes of caulking and \$9.65 for the cost of 1 box of brad nails. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the caulking and nails to support the claim (LL#4). The tenants disputed the need for any supplies other than in the porch area.

Item # 7: Paint materials (\$698.91) – The landlord testified that when the wall mouldings were removed from the walls, the paint and gyproc behind the mouldings on the lower portion of the walls were wet with cat urine. The landlord testified that that the walls had to be repaired and painted, and she is seeking the cost of 10 gallons of paint for the walls at a cost of \$469.20, 2 gallons of paint for the mouldings at a cost of \$105.78, and supplies such as brushes, tape and a roller /tray kit at a cost of \$123.93. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the paint and supplies to support the claim (LL#4). The tenants disputed that landlords claim for paint and supplies except for the porch area and tenant 1 stated that there wasn't any physical damage to the walls.

Item # 8: Heater (\$80.49) – The landlord testified that the wall heater in the bathroom needed to be replaced as the cats had urinated underneath the heater leaving it rusty and she stated that it was extremely difficult to clean it and stated that they had no choice but to dispose of it. The landlord is seeking the cost to replace the heater in the amount of \$80.49 and she submitted a photograph of the heater (LL#14) and an estimate of the cost to replace the heater to support the claim (LL#15). The tenants disputed that the cats ever urinated in the bathroom area and therefore disputed the landlords claim to replace the heater.

Item # 9: Flooring for front porch (\$230.00) – The landlord testified that the flooring in the front porch area had initially been replaced as she thought that this area was the only area affected by the cat urine, and she is seeking \$230.00 for the cost of 5 boxes of laminate. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the flooring for the porch area (LL#4). The tenants did not dispute the landlord's claim for flooring for the porch area.

Item # 10: Moldings for front porch (\$201.63) – The landlord testified that the mouldings in the porch area needed to be replaced, and she is seeking \$12.06 for the cost of the floor mouldings and \$64.40 for the cost of the door mouldings. The landlord submitted photographs of the unit (LL#3) and a copy of a handwritten estimate of the cost of the mouldings for the porch area (LL#4). The tenants did not dispute the landlord's claim for mouldings for the porch area.

Item # 11: Labor Costs (\$4800.00) – The landlord testified that it took many hours for the contractor to complete all the work necessary to restore the unit to a state where it could be rented again, and she is seeking to be reimbursed for the labor costs in the

amount of \$4800.00. The landlord submitted a copy of an invoice from the contractor to support the claim (LL#5). The tenants disputed labor costs for anything outside of the work required for the porch area and the small hallway leading to the porch.

Item # 12: Garbage removal (\$70.00) – The landlord testified that it took 2 trips to the landfill to dispose of all the urine-soaked flooring, subfloor, underlay and mouldings and she is seeking to be reimbursed for the cost to dispose in the amount of \$70.00.

Item # 13: Loss of rental income (\$2400.00) - The landlord testified that she incurred a loss of rental income for a 2-month period due to the time it took to restore the unit and get it ready to re-rent. The landlord is seeking to be compensated for her loss of rental income for the period of June-July 2025 in the amount of \$2400.00.

Analysis

12. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

13. I accept the tenant's testimony that the flooring in the unit was uneven, and a previous water leak could potentially force water to other areas of the unit causing the damage underneath the floor. However, when I asked the landlord if the flooring, floorboards, underlay and mouldings showed the presence of cat urine residue once removed and if the odor was indicative of cat urine, she definitively responded that the dampness was 100% cat urine. Based on the testimony of the landlord and the exhibits entered into evidence, I accept that the landlord had no choice but to strip the entire flooring, some of the subfloor and the floor mouldings and door mouldings from the unit to eliminate the urine residue and odor from the premises. The tenants accepted responsibility for the damage to the porch area as they claimed that the cat(s) urinated in that area only. I do not accept the testimony of the tenants that the cats urinated in the porch area only, nor do I accept their rationale that a previous water leak was potentially responsible for the damage underneath the flooring and the floorboards.

14. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, she was able to show that the tenants were negligent in causing the damage and the landlord provided estimates on the cost to replace / repair the damage. I find that the estimated costs for materials as presented by the landlord are in line with average costs of materials from *Kent* and shall be used in calculating the amounts to be awarded for damages. The only question is what amount should be awarded to the landlord for the damages incurred after applying depreciation. Each item is analyzed as follows:

Item # 1: Flooring materials (\$1610.00) – I accept that the damage to the floor is directly related to the cat urine and I asked the landlord the age of the flooring and she responded that she did not know as she purchased the property in 2023, and she stated that if she were to guess she would say that the flooring was approximately 7-8 years old. The tenants disputed that the flooring was only 7-8 years old and tenant 1 stated that it appeared to be older. As there is a discrepancy with regards to the age of the floor, I will estimate the flooring based on the photographs to be approximately 10 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, most flooring has a 25-year life span. As the flooring was approximately 10

years old, there is approximately 60% of the floor's life cycle remaining. I find that the tenants are responsible for the cost to replace the flooring in the unit except for the porch and hallway (item # 10 below) in the amount of \$966.00 (60% x \$1610.00).

Item # 2: Floor and door moldings (\$527.08) – Based on the photographs entered into evidence and the testimony of the landlord, I accept that the floor mouldings and door mouldings were soaked and swollen due to cat urine. I also accept the tenant's rationale that the cat(s) could not urinate on the top of the door mouldings and for that reason, I find that the tenants should not be responsible to replace door mouldings that were not damaged by the cat urine. Research shows that a portion of damaged mouldings can be cut out and replaced easily (research taken from www.reddit.com). I find that the area of the door mouldings that would have been affected by the cat urine equates to approximately 20%. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, floor and door mouldings will last a lifetime and as such, I find that the tenants are responsible for the full cost to replace the floor mouldings in the amount of \$205.08 and 20% of the cost to replace the door mouldings in the amount of \$64.40 (\$322.00 x 20%). In conclusion, I find that the tenants are responsible for the cost to replace the wall and door mouldings in the amount of \$269.48.

Item # 3: Floorboards & underlay (\$1337.91) – Based on the photographs entered into evidence and the testimony of the landlord, I accept that the cat urine seeped down into some of the floorboards and through the underlay as the landlord could show that the stains were not water but rather urine stains with a yellowish tone. I do not accept the tenant's rationale that water from a previous leak distributed throughout the unit due to unlevel flooring. The landlord had stated that she doubled up on the floorboards in some areas which we both agreed was not necessary and the cost to do so shall not be passed on to the tenants. I asked the landlord approximately how much of the costs of the floorboards were used to double up and she responded roughly \$300.00. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, floorboards and underlay will last a lifetime and as such, I find that the tenants are responsible for the cost to replace the floorboards and underlay less \$300.00 in the amount of \$1037.91.

Item # 4: Door boxes & door strips (\$1324.80) - Based on the photographs entered into evidence and the testimony of the landlord, I accept that the door boxes and door strips were damaged due to cat urine. I also accept the tenant's rationale that the cat(s) could not urinate on the top of the door boxes and the door strips and for that reason, I find that the tenants should not be responsible to replace the portion of the door boxes and door strips that were not damaged by the cat urine. Research shows that a portion of damaged door boxes and strips can be cut out and replaced easily (research taken from www.reddit.com). I find that the area of the door boxes and strips that would have been affected by the cat urine equates to approximately 20%. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, door boxes and strips will last a lifetime and as such, I find that the tenants are responsible for 20% of the cost to replace the door boxes and door strips in the amount of \$264.96 (\$1324.80 x 20%).

Item # 5: Wood 2 x 4 (\$57.50) – Based on the photographs entered into evidence and the testimony of the landlord, I accept that the wood behind the lower portion of the walls was wet with urine and needed to be replaced. I do not accept the tenant's rationale that water from a previous leak damaged the lower portions of the interior walls. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, wood inside the walls will last a lifetime and as such, I find that the tenants are responsible for the full cost to replace the wood in the amount of \$57.50.

Item # 6: Caulking & nails (\$48.04) – Based on the previous items analyzed and the work that was required to complete the renovations, I find that caulking and nails were necessary to complete the work, however given that a percentage of some of the claims were not successful, I find that it is reasonable to award 50% of the cost of supplies in the amount of \$24.02 ($\$48.04 \times 50\%$).

Item # 7: Paint materials (\$593.13) – Based on the photographs entered into evidence and the testimony of the landlord, I accept that the lower portion of the walls were damaged, and urine soaked and once repairs were made had to be painted. I also accept that tenant's testimony that they did not cause any physical damage to the walls or the paint on the walls, however with the degree of cat urine in the unit and given the damage to the lower portion of the walls due by the cat urine, I find that the landlord had no choice but to repaint the entire unit. I asked that landlord when was the last time the unit was painted and she responded that it was freshly painted in June 2023. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, interior paint has a 15-year life span. As the interior paint was 2 years old, there is approximately 87% of the paint's life cycle remaining. I find that the tenants are responsible for the cost of paint supplies in the amount of \$516.02 ($\$593.13 \times 87\%$).

Item # 8: Heater (\$80.49) – Based on the photograph of the heater entered into evidence, I accept that there was a presence of cat urine underneath it and within it. I asked the landlord the age of the heater and she responded that she did not know but it looked to be a modern style heater. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, baseboard heaters have a life span of 20 years. As we don't know the true age of the heater, I will award a nominal amount of \$40.25 ($50\% \times \80.49).

Item # 9: Flooring for front porch (\$230.00) – As the tenants did not dispute the damage to the flooring in the front porch area, I find that the tenants are responsible for the cost to replace the flooring less depreciation. As stated above, the flooring is approximately 10 years old and for that reason, I find that the tenants are responsible for the cost to replace the porch flooring in the amount of \$138.00 ($60\% \times \230.00).

Item # 10: Mouldings & floor boards for front porch (\$201.63) – As the tenants did not dispute the damage to the floor and mouldings in the front porch area, I find that the tenants are responsible for the cost to replace the floor mouldings in the amount of \$12.06, the door mouldings at 20% in the amount of \$12.88 and the cost of the door boards in the amount of \$125.17. In conclusion, I find that the tenants are responsible for the cost of moulding and floorboards for the porch area in the amount of \$150.11.

Item # 11: Labor Costs (\$4800.00) – Based on the above claims that have been successful, I find that the landlord is entitled to be reimbursed for the cost of labor to have the work completed. I accept the landlord's invoice showing a breakdown of the labor costs (LL#5), however it has to be broken down further as not to over-charge the tenants for the cost of labor for damages that was not awarded and also depreciation comes into effect for labor costs as well as materials.

The contractor charged \$2000.00 to remove the old flooring and install the new flooring. I find that the tenants are responsible for 60% of this cost (\$1200.00) as 40% of the flooring's life span has passed. The contractor charged \$800.00 to remove the flooring boards and replace with new boards and underlay and I find that the tenants are responsible for the full cost of \$800.00. The contractor charged \$1000.00 to remove all the old mouldings and door boxes and replace with new ones and I find that the tenants are responsible for the full amount of \$1000.00 as cutting out the door boxes, door mouldings and door strips would potentially take the same amount of time. The contractor charged \$1000.00 to complete all the painting and I find that the tenants are

responsible for 87% of the labor costs to paint in the amount of \$870.00. In conclusion, I find that the tenants are responsible for the cost of labor in the amount of \$3870.00.

Item # 12: Garbage removal (\$70.00) – I accept the landlord’s testimony that all the materials had to be disposed of, and it took 3 runs to the landfill. I find that the tenants are responsible for the cost of garbage removal in the amount of \$70.00.

Item # 13: Loss of rental income (\$2400.00) - I do not accept the landlord’s testimony that it took 2 full months to get the unit ready to re-rent. I asked the landlord how long it would take to complete the renovations if she had a full-time contractor, and she responded that it could have been done in 1 month, but she was not able to secure a full-time contractor. I find that the tenants shall not be penalized because the landlord could not secure a full-time contractor and as such, I find that the tenants are responsible for the loss of 1 month of rental income in the amount of \$1200.00.

Decision

15. The landlord’s claim for compensation for damages succeeds in the amount of \$8604.25.
16. The tenants shall pay the landlord \$8604.25 for compensation for damages.

October 6, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office