IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Wilson v. Stewart et al*, 2023 NSSM 35

Date: 20230804
Claim: No. SCAT 524822
Registry: Antigonish

Between:

Emily Wilson and Nick Wilson, dba Wilson Rentals

APPELLANT / LANDLORD

And

Will Stewart, Sheldon Holmes, Max Thompson, Devon Laporte, Zach Rowlings, Liam MacDonnell, Carter Mutch, Carter LeBlanc

RESPONDENTS/TENANTS

Adjudicator: Raffi A. Balmanoukian, Adjudicator

Heard: July 27, 2023, in Antigonish, Nova Scotia

Counsel: Donald Macdonald, for the Appellant/Landlord
Mark Bailey, for the Respondent/Tenants

Balmanoukian, Adjudicator:

[1] The tenants had not yet been born when National Lampoon released "Animal House" in 1978. Missing from that classic, perhaps, is a storyline in which the homeowner and inhabitants confront each other about the state of the dwelling in which much of the action takes place. If such a scene there had been, I expect it would have looked something like this dispute.

[2] The appellants own a residential rental property in Antigonish; it is targeted to, and appears during its current ownership to have been rented by, college students – several at a time. Although owned by the Wilsons, its day to day management and logistics are handled by Ms. Wilson's father, who was their principal witness at this hearing. I will refer to "appellant" and "landlord" interchangeably, as I do with "respondent" and "tenant."

[3] The respondents are the last configuration of tenants under a fixed term lease and predecessor leases; over prior periods, people came and went but there was no dispute at the hearing that the respondents are properly named and are properly responsible for their statutory obligations under the *Residential Tenancies Act*, RSNS 1989, c. 401 as amended (the "RTA"), and the associated

regulations. Only one tenant, Mr. LeBlanc, testified. Others "listened in" to the proceeding by Teams.

[4] Both parties were represented by experienced counsel, whose professionalism and courtesy expedited the proceedings considerably. The Court is grateful.

[5] Although styled as an "appeal" from the Residential Tenancies Officer, this is in fact a hearing *de novo* in which new evidence is presented and the RTO's record is before me by way of information pursuant to s. 17F(2) of the RTA. I owe no deference to the Officer's findings, but the RTO record is useful for context and if there appears to be contradictory evidence between the proceedings.

[6] At the present hearing, the landlord took the position that the house was virtually destroyed aesthetically by the tenants; major items included siding damage, window and door damage, copious amounts of garbage and debris, and filth to an extent that the house needed to be cleaned not once, but twice and painted inside top to bottom. They also complained that the sump pump cistern was used as something of a trash can for the pop-up bar that was in the basement, resulting in the pump being burned out. They also claimed for various other items that I will discuss. They did not claim for lost rent;

although the property was promptly re-let to new tenants, the successors were not charged rent while the property underwent remediation (and the new tenants appear to have used the property principally if not exclusively for storage and not habitation during that time).

[7] For their parts, the tenants acknowledge that the property "needed cleaning" and that some items were left behind, but that it "wasn't that bad." They deny that the wear and tear went beyond what they say was or should have been covered by their security deposit; since this is in the hands of the landlord, the tenants say they are "square." They further acknowledge that one item of siding damage – heat warpage from a barbeque – is theirs but that the siding is very dated and nothing (or very little) should be awarded on that account.

[8] During argument, I characterized the photographic evidence as showing a "pigsty." Tenants' counsel did not disagree. Nor did the parties disagree fundamentally on the applicable law. The disputes focused on what was proven to be done by whom (on the civil standard of a balance of probabilities), and what damages (to the same standard) were proven.

[9] Against that background and overview, I turn to the specific evidence.

[10] Mr. Armsworthy, Emily Wilson's father, was the Landlord's first and principal witness. He is effectively the property manager and troubleshooter for the subject property (the Wilsons do not live in the area). He handles advertising, leases, management, and general issues. He signed the lease in question, for $4200 per month with a $2100 security deposit. It is in the standard form and had a fixed term from May 1, 2021 to April 30, 2022. There are provisions for two tenants to vacate partway through (an additional tenant sublet as well), and specifies inclusions and exclusions. Paragraph 14 contains specific provisions as to good behaviour in addition to the statutory condition to that end. There was no "in and out" inspection, a point of considerable focus by the RTO. The lease reflects that there was no inspection report upon taking possession.

[11] Mr. Armsworthy spoke to a series of "before" photos, Exhibit 2, two of which were taken by a real estate agent prior to the sale to the Wilsons. Later evidence established to my satisfaction that these were, however, also reflective of the condition of the parts of the property displayed prior to the tenancy in question. The kitchen photo was established to be taken during the subject tenancy, which may best be termed to be somewhat cluttered but not unsanitary. At least two cupboard doors are missing.

[12] At the end of the tenancy, Mr. Armsworthy did a “post” inspection. He testified that at least some of the tenants were aware of its time and place, but did not appear. In his words, the tenants “up and left” and provided verbal and photographic evidence of dirt, abandoned furniture, garbage, and a generally unsatisfactory state of affairs. He testified to “holes in the Gyproc, most screens busted, aluminum door broken off, railings kicked out with an unsatisfactory repair effort, missing panels from glass doors, cotton glued to the ceiling in a bedroom over strip lights, dirt on glass and wood in living room,” and on and on. The deck and shed were full of garbage as well.

[13] Mr. Armsworthy verified exhibit 3 showed the sump pump cistern full of cans and various infamous “red solo cups” in it and nearby. Mr. LeBlanc later testified that the basement had an improvised bar.

[14] Exhibit 4 is a bundle of photos showing abandoned exterior furniture (including a doorless fridge), a princess-and-the-pea stack of mattresses, one broken window screen, and various other exterior debris.

[15] Exhibit 5 is a series of exterior garbage. Some bagged, some not. Some in the shed. Some on the deck. At least one keg. Mr. Armsworthy testified that

the garbage needed sorting. This is consistent with my own view of the evidence.

[16] Exhibit 6 proved to be somewhat contentious. It shows damaged and impacted siding, which at least once was ostensibly white. The landlord claims staining and bubbling is from hot oil being thrown out the kitchen window, as well as at least two cracks and some melt from a barbeque.

[17] Exhibit 7 shows three sets of paint damage and staining inside the house.

[18] Exhibit 8 shows a series of bumps or dents in the garage door and siding.

[19] Exhibit 9 is a series of invoices from Gary Warner, totaling $3,205.00, which I will discuss later.

[20] Exhibits 10 and 11 are cleaning bills. The tenants admit liability for these, totalling $2,199.50. It will be recalled that the security deposit is $2100.00. Exhibit 10 is accompanied by a detailed explanation to justify the account; it may be summarized as saying the 50 man [sic] hours spent in cleaning was an arduous march.

[21] Exhibit 12 is an invoice for $1,555.90, the labour to replace three windows; the landlord seeks compensation for two of these.

[22] Exhibit 13 are plumbing invoices, one of which the tenants say was reimbursed already. They are for a sump pump, reaffixing a dishwasher, some toilet equipment, and for clearing drains, at least one of the latter of which was caused by using absorbent paper towel instead of toilet paper for a "post number two" ablution. There is also an account for fixing a radiator leak. These total $1,422.67. Mr. LeBlanc said at least part of this was reimbursed; Mr. Armsworthy denies this.

[23] Exhibit 14 is for garbage removal ($602.61), half of which the landlord says is attributable to this property.

[24] Exhibit 15 is a siding replacement estimate, for $19,910.64. The landlord seeks "maybe half" as the siding on the garage was "new" but the house siding "has been there for a while."

[25] Exhibit 16 is $63.25 to replace the glass in one of what the landlord claims were four damaged French doors. Mr. Armsworthy "thinks two were done" and all would attract the same cost.

[26] Exhibit 17, for paint and sundries, totals $1,811.84. The RTO allowed $200 for this. Again, the officer focused on the lack of "in and out inspections" in reducing the amount allowed.

[27] Exhibit 18 is for various materials and supplies (including some additional paint), totalling $3,950.92. Of this, $2,612.74 is for what appears to be five windows. There is a handwritten notation of $1,484.45 which I take to be what the landlord is seeking to claim (bringing the relevant total to $2,822.63).

[28] Mr. Armsworthy points out that the landlord is not claiming for a garage door, nor for work that one Theo Maurice did "over a period of six weeks, on and off," for want of an invoice. He indicated that the interior work, in addition to cleaning and painting, consisted of repairing "a couple dozen" holes in Gyproc/plaster, which holes were "in most rooms." He went on to describe the extra effort that was involved in remediating the premises, not least of which was removing the cotton and lighting (and resultant alleged fire hazard) in one of the bedrooms.

[29] On cross-examination, Mr. Armsworthy could not identify the exact date of purchase, but estimated it was "5 or 6 years ago," and that the house was probably built in the 1940s; most windows were from the 1990s; the sump was of indeterminate age but "was probably the 4th or 5th one in there" (over what period was not specified); and that there were a "couple groups of tenants" before the respondents. He testified that there were "some repairs every year," mostly consisting of interior painting a year or two after purchase. He referred

to one group of tenants – he was challenged on whether it was the immediately preceding group – as being "Mr. Clean" who received all of their deposit back, something Mr. Armsworthy testified is "practically unheard of."

[30] He further testified that he raised concerns with the state of the premises with the tenants prior to their move-out, that the deposit "probably wasn't going to cover it," and admitted that despite detailed photos of the garbage and debris, there were no photos of holes in the Gyproc or of the French doors. He also admitted that painting between tenants is normal "but not to this extent," asserting that the landlord is responsible "for wear and tear but not damage."

[31] He admitted he did not have proof that the two windows said to have inoperable cranking mechanisms were functional when the tenants moved in. He says one window was only about 5 years old, and that no attempt was made to fix the cranking mechanisms alone.

[32] He denied being paid for the plumbing bills, or for two holes in the Gyproc.

[33] He claimed the siding, "probably from the late 90s" was in good condition; he admitted that the claim for 50% of replacement was a "guesstimate" based on three sides' damage to the house and the functional condition of the pre-

damaged siding. He claimed he did not get a repair estimate due to the difficulty in matching the colour after this long in use.

[34] On re-examination, Mr. Armsworthy denied the sump malfunctioned prior to the current tenancy; and that while he did not have photos of every item claimed, he did recall the items to which he testified.

Emily Wilson

[35] Ms. Wilson is the co-owner of the property. She purchased it in October 2014, doing some renovations before the first set of tenants moved in the following year. She testified there were "substantial prior repairs" but that her work consisted of adding egress windows and the like. She testified that Exhibit 19, showing the exterior rear of the property in 2017, was reflective of the condition of that part of the property prior to the respondents' occupancy, and that the siding condition was "OK." A 2018 appraisal put the property in "good condition." She confirmed that the realtor photos in Exhibit 2 reflected how the property looked like between every (other) tenant with "regular maintenance and repairs."

[36] She attended at the property after receiving an unsightly premises notice from the municipal authorities; she noticed “some clean up” but still some garbage.

[37] The RCMP were called to the property 2 or 3 times, apparently on at least one occasion for a violation of COVID-19 gathering limits then in effect.

[38] On cross-examination, Ms. Wilson testified that she went through the property with Mr. LeBlanc at some time in 2021; she noticed it was dirty and spoke with him about garbage and the unsightliness of the premises. The discussion was mostly about cleanliness, rather than structural or damage issues. She did ask for the sump cistern to be cleaned out.

Gary Warner

[39] Mr. Warner is a retired millworker who does “odd jobs” and maintenance. His invoices for the property total $3,205, including yard work which he estimated took place for four hours every 7-10 days. It is admitted that the post-tenancy yard care (ie after May 1, 2022) is not for the tenants’ account. His rate is $13.00 per hour, and no challenge was (or, I suggest, could be) made as to the reasonableness of this.

[40] He testified that the premises, upon first incursion post-tenancy was "messy and tore [sic] apart." This included a panel on the aluminum door (which he had repaired before), stains on the ceiling, gouges on the Gyproc on the stairs, the strip lights and cotton on the ceiling previously recounted, a hole in the wall by an electrical socket, decaying food in the kitchen/freezer, and "garbage everywhere." He said the heavy garbage had been taken out before he got there.

[41] His first set of "hours," running from May 17 to June 8, are itemized in exhibit 2. Later bills, all paid, are dated but not itemized. He testified that Mr. Armsworthy told him to track his hours, and for what property (the family owns others), but that he did not have to track tasks. He testified that his work, in addition to yardwork, was "mostly patching and painting, and minor carpentry repairs" and "getting things up to standard."

[42] On cross-examination, he testified that the property had seen "quite a few" tenants since 2014, which is also how long he had been doing odd jobs on the property. He said that he would "patch a few small holes, nothing major before," and that it was not routine to do repairs of this magnitude between every tenant. He said he "basically painted for a month and a half" and within the whole house, there were only two walls he didn't paint.

[43] As noted, he testified that he mowed every 7-10 days, for four hours each. The first mow was on May 27, which is far enough post-tenancy not to be the tenant's responsibility (albeit likely delayed due to the need for prior yard clean-up). The accounts run to August 26. This is 91 days which would equate to 13 mows on a seven-day cycle, or 52 hours. This would amount to $676, which I will consider the upper limit of what should be deducted, prior to any other considerations, resulting in a "repair and refresh" account of $2,529.

Carter LeBlanc

[44] Carter LeBlanc was the respondents' only witness. He was in the property from September 2020 to April 2022. As noted, he indicates he did not sign the lease but did not deny his obligations under it. He described occupants coming and going during that time, and from the initial group in September 2019. He estimated a total of 15 people "came and went" from the time the initial coterie entered to when all left.

[45] He described the property on his arrival as "in disarray" with rough wallpaper (described as "old school") upstairs, and some electrical faults (he is an industrial electrician). He says he saw the plumber once, and the furnace maintenance personnel once.

[46] He admits that by April 2022, “there was garbage” and that the house “needed cleaning.” He was not aware of any “significant” damage to the interior, that he never saw anyone “cause” Gyproc holes, and that he only saw two small ones – one in a bedroom and one at the top of the landing. He said the living room needed painting when he moved in.

[47] The windows, says he, were in “terrible condition,” draughty and unable to be opened because of humidity. He says “to his knowledge” nobody damaged the cranking mechanism.

[48] He was not aware of any damage to the sump, aside from the trash in the cistern. He didn’t know if it worked or not and that it was “old and not in great condition.”

[49] He claims there are two French doors on the premises, not 5 (or 4), and that he was “not familiar” with anyone damaging them.

[50] He referred to the pictures of garbage and debris as “generally accurate” and, in fact, he took the photo of the garbage in the shed at Ms. Wilson’s request in the summer of 2021.

[51] He says the Exhibit 2 photo of the kitchen, previously discussed, was taken during his tenancy.

[52] He was not part of a move in or move out inspection. He says it was in similar shape when he moved in, and when he moved out.

[53] He says the siding stains were there when he moved in, and that he "never saw" anyone throwing oil out the window. On cross examination, however, he said that the other occupants did more cooking, and used the kitchen more, than he did. He admits the BBQ melt "was probably us" from July 2021.

[54] As to the plumbing repairs, he says that the dishwasher repairs were due to rot and failed screws; that he didn't know anything about broken toilet seats (although there may have been a broken lid), and that the tenants paid about $250 for the toilet blockage. He could not remember how it was paid and did not produce any documentary evidence to back this up.

[55] He says that Mr. Armsworthy was on the property "constantly," as in several times per week; and aside from issues with window screens, does not recall him raising any other concerns.

[56] In summary, Mr. LeBlanc admitted responsibility for the cleaning and the melted siding, but (apparently on behalf of all tenants) nothing else.

[57] On cross examination, he said the tenants 'did a couple quick cleans' before vacating and asserted that they "kept the property in a reasonable state." He

said “I wouldn’t say the property was substantially dirty; I would say it was a bit dirty and needed to be cleaned.”

[58] He referred to the bar area built near the sump cistern, and that the police were called due to a COVID-19 gathering infraction (which, apparently, at the time referred to gatherings of more than 10 people). He “guessed” that there were three parties at the property during his tenure (although the lease specifically says “no parties”) and that there were “constantly” visitors on a drop-in basis.

[59] He said the grease stains on the siding “were always there” during his occupancy but that “I can’t be certain none of us did it.” As previously noted, he didn’t cook or use the kitchen as much as the others.

Argument

[60] The landlord says the tenants minimize their responsibility; that a lack of photos in some instances is not a failure to prove (given the verbal testimony), and that the Court should award damages as evidenced, less the security deposit and less some ephemeral allowance for betterment.

[61] The tenants challenge the landlord's (and particularly Mr. Armsworthy's) recollection and testimony, and say that it does not discharge their burden of proof, aside from the admitted cleaning invoices. In particular, they dispute whether "Mr. Clean" immediately pre-dated the current cabal of tenants, and that an assessment of the amount of betterment that would come from the resultant repairs (or estimate of repairs) is "my job."

[62] There is little, if any, dispute about the law.

[63] The burden is on the landlord to a civil standard to demonstrate a violation of the lease provisions and resultant damages.

[64] The statutory (and common law) conditions of good behavior and cleanliness, and responsibility for damages (reasonable wear and tear excepted) apply; this is so regardless of actual signatories to the lease – that is, the occupants are deemed to be parties to the standard form of lease when a relationship of landlord and tenant exists, and there is no dispute of that relationship here.

[65] The statutory conditions, pursuant to s. 9(1) of the RTA, read:

> 1. Condition of Premises - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.

…

3. Good Behaviour - A landlord or tenant shall conduct himself [sic] in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.

4. Obligation of the Tenant - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.

[66] Section 2 of the RTA defines "wear and tear" as

(k) "wear and tear" means the usual degree of depreciation or deterioration caused by living in a residential premise, relative to the duration of the lease.

[67] A security deposit cannot be used to offset "wear and tear," as defined: RTA s. 12(15).

[68] Finally, the law is clear that to the extent, if any, necessary repairs or renovations resulting from acts or omissions for which the tenant is responsible result in betterment, a discount is to be applied to reflect that betterment. Put in the vernacular, the landlord does not get an Alladin property in which new replaces old, without adjustment. The tenant is not in the position of a replacement cost insurer, but instead is responsible for the depreciated or actual cash value of what has been lost or damaged.

Analysis

[69] The primary difficulty in this case is not in establishing who is responsible for what, with few exceptions to which I shall shortly pass. It is establishing what discount factor I should apply to what items.

[70] I disagree with the respondent tenants that I should view Mr. Armsworthy's testimony with circumspection simply because he could not recall the specific date in which his daughter and son-in-law purchased the property, or similar. It is not his property, and he has others. He did not present as evasive or vague of recollection, or being in his dotage with cognitive difficulties. One may wonder whether the Maurice work was "on the books" with an invoice that ever existed, but his work was not claimed and a missing (or nonexistent) invoice is not indicative of any faultiness in Mr. Armsworthy's testimony. As to the discrepancy in the number of French doors, it appears that some were or had been decommissioned and/or placed in storage, and I do not discount his testimony as a result.

[71] In contrast, I found the respondent's case to be telling in several respects.

[72] First, although several tenants were available (at locations not known to me), and attended in listen-only mode, only one testified. Mr. LeBlanc is now a resident of Halifax, so it wasn't a matter of bringing in the local. Perhaps this was to make

the proceedings more efficient; perhaps it was a matter of putting their best foot forward; in any event, Mr. LeBlanc is the only respondents' evidence that I have.

[73] On this, I found that although Mr. LeBlanc was a pleasant and respectful young man, he minimized the issues and at points seemed to be oblivious to the condition of the premises. The photos of the garbage and debris, including at least one of which he took himself, are shocking – if, as he testified, the premises was in roughly the same state of cleanliness when he came and when he left, it speaks volumes to the conditions in which he was prepared to live for almost two years. Calling what I saw in the photos "a reasonable state" and "a bit dirty" is a mastery of understatement; one might equally call the Battle of Ortona "a bit of a dust-up." He indicated that the premises, if not a full blown party house, was something of Grand Central Station for all and sundry, including during the provincial State of Emergency and associated pandemic gathering restrictions.

[74] The tenants, probably wisely, admitted to the cleaning bills (exhibits 10 and 11) without the need to call the workers/authors, possibly to avoid highlighting the level of work required. To be blunt, it should have been a matter of personal pride, if not legal obligation, to have made some reasonable effort to clear the deck, literally and figuratively, of such trash. A reasonable person would be ashamed to leave such a state of affairs on their watch and under their name, even if they didn't

personally toss every pizza box or beer can into the pile themselves. I hope that the disposition I make in this case brings that to bear so a future landlord or lender is not holding the (garbage) bag in the same manner.

[75] Against that, I must remember that this is an assessment exercise, and one in which I must apply the burden of proof that is on the landlord and to which I must apply an appropriate betterment discount when applicable.

[76] Turning to the specific items, generally in the order of the exhibits.

[77] Mr. Warner's bills: I have already discounted a generous amount for post-tenancy mowing, namely $676. The rest, $2,529, appears to be mostly for painting and repairs. There was a dispute about how much drywall work was needed. I accept that there was some, and that the tenants minimized the state of affairs. However, I also bear in mind that some painting would be expected after a litany of students, and that this ran collectively from September 2019 to April 2022. I also accept that the aluminum door, having been previously repaired, has not been proven to a civil standard to have been damaged by the actionable conduct of the tenants. Doing the best I can in the circumstances, I accept that half of this amount is reasonable, given that it is unreasonable to expect a paint job to last forever (and that semi-transient student housing will bear the scars thereof), but it is equally

unreasonable to have to paint the whole interior (two walls excepted) after less than three years. I award **$1,264.50.**

[78] Cleaning (Exhibits 10 and 11): These are admitted at **$2,199.50**. There is no betterment element.

[79] Windows: I do not find the landlord has proven it was necessary to replace the whole windows due to malfunctioning opening mechanisms. Similarly, I do not find that the landlord has proven to a civil standard that they were broken from the abuse or neglect of the tenants. There was evidence that there was at least some moisture issues, and 'forcing' the window through no negligence or abuse is at least consistent with the evidence I have before me. I disallow the labour and materials associated with the windows.

[80] Plumbing: I reject entirely that the sump pump died a natural death. The photographic evidence is that the cistern was a cesspool and I can take notice that a clogged pump will burn out. I also take notice that they don't last forever. I doubt the dishwasher or toilet were treated gently, but the evidence is consistent with natural failure over time, perhaps accelerated slightly. I accept that the clogged/slow drains were caused by the acts or omissions of the tenants, and I am not satisfied that these were reimbursed. I allow $400 of the $831.68 for the

invoice relating to the sump pump, dishwasher, and drain; nothing for the toilet seats and radiator repair; and all of the $334.55 invoice relating to the blockage dated June 16, 2022 (I note parenthetically that as this post-dates the end of the tenancy, but during repairs, I consider this corroborative of non-reimbursement). The total is **$734.55.**

[81] Garbage removal: I accept **$301.30** as fair and supported by the evidence.

[82] French doors: I allow two doors at **$126.50** (Exhibit 16 x 2). I do not allow additional doors as I am not satisfied to a civil standard that all of these were in use and damaged by the tenants.

[83] Paint: I allow the same 50% as I allow for associated labour. I do not consider the $200 allowed by the RTO to be reflective of a fair allowance, for the reasons discussed above. **$905.92**

[84] Materials: As noted, I have disallowed the window claim, which brings the net balance in this bundle to $1,338.18. I accept that some repairs were needed, and some fall under the category of wear and tear, as defined in the RTA and by common sense. I reiterate that there is some paint in this bundle as well. Discounting for wear and tear and betterment, I allow **$500**.

[85] Siding: this is by far the largest item, and the most difficult. I accept that the oil staining occurred on the tenants' watch. There is Ms. Wilson's evidence the photos I have seen are reflective of pre-tenancy; I accept that "Mr. Clean" was the immediate past tenant. And I accept that while Mr. LeBlanc "didn't see" anyone actively tossing oil out the window, he was in a poor position to observe that even if he had been alert to its possibility. The "BBQ melt" is admitted. And I accept that the pockmarks to the garage and garage door were also on the tenants' clock.

[86] Against that, the siding is white (or at least it was in its native state), which is not as susceptible to mismatching as coloured siding; the house is a two storey building which allows for a natural "break" between floors without any mismatch being as dramatic as, say, a bungalow. The siding is dated, but not obsolete; and it is on an investment property and the siding may reasonably be expected to be taken to the end of its economic life rather than replaced for personal or stylistic reasons.

[87] The best evidence I have is that the house siding is somewhere around 30 years old, putting it closer to the end of its life than to its beginning, but not at its twilight. The garage siding was only described to me as "newer." It would have been useful to have had better evidence of useful economic life; it falls to me to do the best I can. Allowing for reasonable matching on the ground level on the sides

that were impacted (one side of the house was not), replacement where destroyed and for the resulting betterment, I allow 10% of the estimate, rounded to **$2,000**.

[88] It is agreed that the $2,100 security deposit is offset against these amounts.

[89] In summary, the landlord is entitled to damages against the tenants, jointly and severally, as follows:

Warner account: $1,264.50

Cleaning: $2,199.50

Plumbing: $734.55

Garbage removal: $301.30

French doors: $126.50

Paint: $905.92

Materials: $500.00

Siding: $2,000

Security deposit: ($2,100.00)

Net payable: $5,932.27

[90] There was no claim for interest.

[91] I only have jurisdiction to award the filing fee by way of costs. Success has been divided. I order no costs.

[92] If the tenants believe that they bear different levels of responsibility, that will be for themselves to resolve by way of claims or crossclaims between themselves. They are jointly and severally responsible to the landlord. I hope they emerge from this with an enhanced sense of their own responsibility, and more cognizant of what should be their own self-respect.

Balmanoukian, Adj.