

Residential Tenancies Tribunal

Application 2025-0028-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 18-February-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him by telephone at the start of the hearing. 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 hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as he has been properly served. The landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 28-January- 2025 (LL#1). The landlords submitted proof of the sent email and proof of the email address (LL#2). In accordance with the *Residential Tenancies Act, 2018*, this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in his absence.
5. There was a written month-to-month rental agreement which commenced on 15-November-2022. The tenant vacated the unit on 21-December-2024. Rent was \$1200.00 per month, due on the 1st day of each month. A security deposit of \$750.00 was paid on 2-November-2022 and is in the landlord’s possession.
6. The landlords amended the application to seek damages / losses in the amount of the security deposit plus interest only.

Issues before the Tribunal

7. The landlords are seeking:

- a. Rent Paid \$380.00
- b. Compensation for damages \$378.53
- c. Security deposit applied against monies owed \$758.53

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 is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises.

Issue # 1: Rent paid \$380.00

Landlord's Position

10. The landlords testified that the tenant gave notice on 21-November-2024 that he would be vacating the unit on 21-December and the tenant paid partial rent for the month of December in the amount of \$820.00. The landlords stated that the tenant did not provide proper notice, and they are seeking the remainder of the rent payable for the month of December in the amount of \$380.00.

Analysis

11. Section 18(1)(b) of the *Residential Tenancies Act, 2018* states:

Notice of termination of rental agreement

18.(1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(b) not less than one month before the end of a rental period where the residential premises is rented from month to month.

12. I accept the landlord's testimony that the tenant gave a months notice however the notice was not given one month before the end of the rental period and in accordance with Section 18 of the *Act* as stated above, I find that the tenant is responsible to pay rent for the entire month of December and as such, I find that the tenant is responsible for outstanding rent in the amount of \$380.00.

Decision

13. The landlord's claim for *rent paid* succeeds in the amount of \$380.00.

Issue # 2: Compensation for Damages \$378.53

Relevant Submission

14. The landlords testified that there were damages / losses to the unit, and they are seeking \$378.53 to cover the costs. The landlords submitted a copy of the damages ledger to support the claim (LL#3). Note: the amount has been amended as stated in paragraph 6 above. See breakdown of damages ledger below:

Damages Ledger 2025-0028-NL		
Damages / losses	Amount	Total
cleaning and garbage removal	\$300.00	\$300.00
painting	\$1,100.00	\$1,400.00

Landlord's Position

15. The landlords testified that the unit needed to be cleaned, and garbage had to be removed from the premises and brought to the landfill. The landlords also testified that the unit needed to be painted. The landlords submitted photographs and a video to support their claims (LL#4).

Analysis

16. 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)*

17. Based on the landlord's testimony and the exhibits entered into evidence, I accept that the unit needed to be cleaned and the garbage around the premises needed to be removed. I asked the landlords how long it took them to clean the unit and how many trips were required to the landfill, and they responded that it took up to 16 hours of self-labor to complete all the work including the time to make the 2 dump runs to the landfill.

18. In accordance with Section 9-3 of the *Act* as stated above, the landlords were able to show that the damage existed, and they were able to show that the tenant was negligent in causing the damage. I find that it is reasonable to expect that the cleaning of the unit which involved washing down walls and doors would take up to 16 hours of self-labor and I find that it is reasonable to expect that it would take 2 trips to the dump to remove all the garbage from the premises. Based on the allowable self-labor rate of \$23.60 per hour, I find that the tenant is responsible for the cost of cleaning and garbage removal in the amount of \$300.00 as sought by the landlords.

19. With regards to the painting of the unit, the landlords were initially seeking \$1100.00 as per the damage's ledger above but amended their application not to exceed the security deposit plus interest. With rent awarded in the amount of \$380 and cleaning awarded in the amount of \$300, this leaves \$78.53. Based on the photographs entered into evidence, I accept that the walls needed to be painted, and it is reasonable to expect that the painting would cost at least \$78.53. I find that the tenant is responsible for painting in the amount of \$78.53.

Decision

20. The landlord's claim for *compensation for damages* succeeds in the amount of \$378.53.

Issue # 3: Security deposit plus interest applied against monies owed \$758.53

Analysis

21. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
 - (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
 - (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*

22. The landlord's claim for losses has been successful as per paragraphs 13 and 20 above, and as such I find that the landlord's claim to have the security deposit plus interest applied against monies owed succeeds. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2022-2023 was 0% and is currently 1% for 2024-2025.

Decision

23. The landlord's claim to have the security deposit plus interest applied against monies owed succeeds.

Summary of Decision

24. The landlords shall retain the security deposit plus interest in the amount of \$758.53 to cover lost rental income and the cost of damages / losses.

March 3, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office