

Residential Tenancies Tribunal

Application 2025-0061-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 25-August-2025 at 1:46 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, was aided in her presentation of evidence by [REDACTED] of [REDACTED]. Both attended via teleconference.

Preliminary Matters

4. While the issue of service was subjected to some debate, both parties confirmed that they were prepared and wished to proceed with the hearing.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. Should the landlord's claim for damages succeed?

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*)

Issue 1: Unpaid Rent

8. The landlord claims \$687.00 in unpaid rent. A rent ledger was provided in support of this (LL#1). The tenant could only testify that as far as she was aware all the payments were being made, as her rent was subsidized by social services that do not provide full records to the tenants whom they make payments on behalf of.

9. I accept the landlord's uncontradicted testimony. The landlord's claim for unpaid rent succeeds in the amount of \$687.00.

Issue 2: Damages

10. The landlord claims \$4745.75 in compensation for damages, divided amongst three items. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
11. The first item was \$2975.75 for the replacement of a damaged front door. The landlord testified that the door had been destroyed by a forced entry by the Royal Newfoundland Constabulary doing a wellness check on the tenant. The tenant testified that she was unconscious and having a medical episode at the time.
12. The landlord provided a series of quotes for the replacement of the door (LL#2) as well as emails which he suggests show that the tenant or her representative have admitted responsibility for the damaged door. The emails do show that the tenant's representative was suggesting that she was looking into ways to have the cost of the door covered, but there is no clear acceptance of responsibility on behalf of the tenant. Notably, all quotes name the next-door apartment.
13. There is no evidence before me that suggests the damage to the door was caused by a wilful or negligent act of the tenant or a person she allowed on the premises. Further, the landlord did not provide any documentary evidence of the damage to the door and I am unable to assess the extent of the damages. This portion of the landlord's claim fails.
14. Next, the landlord claims \$1500.00 for repainting of walls and cupboard doors the tenant had painted over. Photos were provided showing the need for repainting (LL#3). LL#2 page 14 shows an invoice for the cost of painting being \$1500.00. The tenant did not dispute that repainting was necessary.
15. This portion of the landlord's claim succeeds in the amount of \$1500.00.
16. Finally, the landlord claims \$250.00 for the cost of cleaning the premises and removing garbage. A timesheet was provided showing the hours the cleaner worked (9:33 am to 12:07 pm and 2:33 pm to 5:26 pm) in LL#2 page 15. Photos were also provided showing the need for cleaning (LL#3). The total time spent cleaning was 5 hours and 27 minutes. In the absence of an invoice, I award cost of cleaning at the self-labour rate, \$8.00+minimum wage. At the time, minimum wage was \$15.60/hour.
17. This portion of the landlord's claim succeeds in the amount of \$128.62.
18. The landlord's claim for damages succeeds in the amount of \$1628.62.

Decision

19. The landlord's claim for unpaid rent succeeds in the amount of \$687.00.
20. The landlord's claim for damages succeeds in the amount of \$1628.62.
21. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case, they seek only the \$20.00 application fee, which is granted.
22. The tenancy has ended and the security deposit must be disposed of. The landlord indicated other costs were applied against the security deposit. However, the security deposit is an asset of the tenants and may only be retained by the landlord on order of this tribunal or by a written agreement with the tenant.
23. In the present case, the security deposit was \$500.00 and was paid on 18-February-2022. S. 14(7) of the *Act* states that the landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for 2022 and 2023, and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this yields interest totaling \$8.26.


Summary of Decision

24. The tenant shall pay to the landlord \$1827.36 as follows:

Unpaid Rent.....	\$687.00
Damages.....	\$1628.62
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(\$508.26)
Total.....	\$1827.36

12-September-2025

Date


Seren Cahill
Residential Tenancies Office