

## **Residential Tenancies Tribunal**

Application 2025-0148-NL

Pamela Pennell  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:15 a.m. on 10-March-2025.
2. The applicant, [REDACTED] (landlord 1), hereinafter referred to as “the landlord” attended by teleconference. The applicant, [REDACTED] (landlord 2), hereinafter referred to as “the landlord” did not attend.
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 her 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 she 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 20-February- 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 her absence.
5. There was a written month-to-month rental agreement which commenced on 8-December-2019. The tenant vacated the unit on 24-September-2023. Rent was \$800.00 per month, due on the 1st day of each month. A security deposit of \$350.00 was paid on 8-December-2019 and is in the landlord’s possession.
6. Landlord 1 amended the application to decrease the amount sought for *compensation paid for damages* from \$1524.00 as per the application to \$1474.00.

## Issues before the Tribunal

7. The landlords are seeking:
  - Rent paid \$1600.
  - Compensation paid for damages \$1474.00
  - Security deposit applied against monies owed \$350.00

## 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 are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

### Issue # 1: Rent paid \$1600.00

#### Relevant Submission

10. Landlord 1 testified that rent is outstanding in the amount of \$1600.00 for the months of August and September 2023 and they submitted a copy of a rental ledger to support the claim (LL#3). See copy of rental ledger below:

JANUARY	\$800	PAID
FEBRUARY	\$800	PAID
MARCH	\$800	PAID
APRIL	\$800	PAID
MAY	\$800	PAID
JUNE	\$800	PAID
JULY	\$800	PAID
AUGUST	\$0	
SEPTEMBER	\$0	

#### Landlord's Position

11. Landlord 1 testified that they gave the tenant a termination notice on 11-September-2023 as a result of nonpayment of rent for the months of August and September. Landlord 1 stated that the tenant vacated the unit on 24-September-2023 and she stated that they are seeking rent to be paid in full for both months in the amount of \$1600.00.

## Analysis

12. I accept the testimony of landlord 1 that the tenant did not pay rent for August and September and although the landlords gave the tenant a termination notice to vacate the unit before the end of September, I find that the tenant is still responsible for the outstanding rent for the full month of September as landlords should not have to incur

any financial loss due to the actions a tenant(s). I find that the tenant is responsible for rent paid for the months of August and September in the amount of \$1600.00.

## Decision

13. The landlord's claim for *rent paid* succeeds in the amount of \$1600.00.

## Issue # 2: Compensation for Damages \$1474.00

### Relevant Submission

14. Landlord 1 testified that there were damages / losses to the unit, and they are seeking \$1474.00 to cover the costs. The landlords submitted a copy of a damages ledger to support the claim (LL#4). Note: the amount has been amended as stated in paragraph 6 above. See breakdown of damages ledger below:

Damages Ledger 2025-0148-NL		
Damages / losses	Amount	Total
Dump runs	\$300.00	\$300.00
Lawn Maintenance	\$50.00	\$350.00
Damaged stove	\$600.00	\$950.00
Kitchen sink cupboard repair	\$175.00	\$1,125.00
Pictures printed fee	\$74.00	\$1,199.00
Cleaning	\$230.00	\$1,429.00
Cleaning supplies	\$45.00	\$1,474.00

### Landlord's Position

15. Landlord 1 testified that there were damages / losses to the unit and their position on each item is as follows:

**Item # 1: Dump runs (\$300.00)** – Landlord 1 testified that they had to retain the services of a person who makes local dump runs and she stated that it took 4 trips to the landfill to dispose of all the garbage left on the premises. The landlords are seeking \$75.00 per trip for a total of \$300.00. The landlords submitted photographs of the bagged garbage and furniture that was left by the tenant (LL#5) and a copy of a receipt from the person who completed the dump runs (LL#6).

**Item # 2: Lawn Maintenance (50.00)** – Landlord 1 testified that the lawn was in a poor state and needed immediate attention. Landlord 1 stated that lawn maintenance was the responsibility of the tenant as per part 11 of the rental agreement (LL#7) and she stated that she had to retain the services of a professional to mow the high grass and she stated that it took 2 mows to complete the job. The landlords are seeking \$50.00 to cover the cost of lawn maintenance and they submitted a copy of a receipt from the worker to support the claim (LL#6).

**Item # 3: Damaged stove (\$600.00)** – Landlord 1 testified that the element in the oven of the stove had been tampered with and was physically removed from its original place within the oven and as a result the oven was not working. Landlord 1 stated that they had to replace the damaged stove, and she stated that she has purchased a used stove for \$600.00 and they are seeking the cost to replace the stove. The landlords submitted a copy of a receipt from the person they purchased the used stove from to support the claim (LL#6).

**Item # 4: Kitchen sink cupboard repair (\$175.00)** – Landlord 1 testified that the cupboard underneath the kitchen sink was damaged due to a water leak which was never reported to them nor cleaned up properly leaving a buildup of mold within the cupboard space which ultimately destroyed the cupboards. The landlord stated that they had to hire a worker to repair the cupboards, and she stated that they are seeking \$175.00 for the cost of labor to repair the cupboards which involved replacing materials. The landlords submitted photographs of the interior of the cupboards to support the claim (LL#8) and a copy of a receipt to complete the work (LL#6).

**Item # 5: Pictures printed (\$74.00)** – The landlords are seeking the cost to print photographs to prepare for the hearing in the amount of \$74.00 and they submitted a copy of the receipt from *Walmart* to support the claim (LL#9).

**Item # 6: Cleaning & supplies (\$275.00)** – Landlord 1 testified that the unit needed to be cleaned, and she stated that it took them approximately 10 hours of self-labor to complete the work. The landlords are seeking \$230.00 to cover their time to complete the work and they are also seeking \$45.00 to cover the cost of cleaning supplies. The landlords submitted photographs of the cleanliness of the unit to support the claim (LL#10).

## 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 testimony of landlord 1 and the exhibits entered into evidence, each item is analyzed as follows:

**Item # 1: Dump runs (\$300.00)** – I accept the exhibits entered into evidence by the landlords showing several bags of garbage and furniture left on the premises and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlords were able to show that the damage existed and they were able to show that the tenant was negligent in leaving the garbage and furniture behind. The landlords were also able to show the cost to remove the garbage and furniture from the premises and for those reasons, I find that the tenant is responsible for the cost of the dump runs in the amount of \$300.00.

**Item # 2: Lawn Maintenance (50.00)** – I accept that the tenant was responsible for lawn care as per the rental agreement and I accept the testimony of landlord 1 that the grass was overgrown and needed immediate care. As the tenant was not present to dispute the claim and as the landlords could show that they paid \$50.00 to cover the cost of lawn care, I find that the tenant is responsible for the cost of lawn maintenance in the amount of \$50.00.

**Item # 3: Damaged stove (\$600.00)** - I accept the exhibits entered into evidence by the landlords and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlords were able to show that the stove element was not intact, and I accept the testimony of landlord 1 that the stove was inoperable due to the broken element. However, I find that the landlords failed to show that the tenant was negligent in causing the damage to the stove. I asked landlord 1 the age of the stove and she responded that she did not know the exact age of the stove as they purchased the stove used in 2022 and she guessed that it was approximately 5 years old at that time. Section 9-5 of the

**Residential Tenancies Policy:** Depreciation and life expectancy of property, a stove has a 13-year life cycle. As landlord 1 did not know the age of the stove, it is possible that the stove has outlived its life cycle and for that reason, I find that the tenant is not responsible for the cost to replace the damaged stove.

**Item # 4: Kitchen sink cupboard repair (\$175.00)** - I accept the exhibits entered into evidence by the landlords and in accordance with Section 9-3 of the *Act* as stated above, I find that 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. The landlords were also able to show the cost of labor to repair the damage and for those reasons, I find that the tenant is responsible for the cost of labor to repair the kitchen sink cupboard in the amount of \$175.00.

**Item # 5: Pictures printed (\$74.00)** – I accept that the landlords incurred printing costs to prepare for the hearing and in accordance with Section 12-1 of the *Residential Tenancies Policy*, claimable costs may include developing photographs. The landlords were able to show the amount they paid to print the photographs, and the photographs were used to support their claims during the hearing. For those reasons, I find that the tenant is responsible for the landlords cost to print photographs in the amount of \$73.96.

**Item # 6: Cleaning & supplies (\$275.00)** - I accept the exhibits entered into evidence by the landlord showing the cleanliness of the unit after the tenant vacated and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlords were able to show that the unit needed to be cleaned, and they were also able to show that the tenant was negligent in leaving the unit dirty. I accept the testimony of landlord 1 that it took them 10 hours to clean the unit. The allowable hourly rate for self-labor is currently \$23.60 per hour, thus I find that the tenant is responsible for the cost to clean the unit in the amount of \$230.00 as sought by the landlords. With regards to the cleaning supplies, the landlords failed to provide receipts to show the cost of the supplies, however given the cleanliness of the unit and the fact that an amount was awarded to clean the unit, I find that it is not unreasonable to expect that the landlords would have spent \$45.00 to purchase cleaning supplies to complete the job and for those reasons, I find that the tenant is responsible for the cost of cleaning supplies in the amount of \$45.00.

## Decision

18. The landlord's claim for *compensation for damages* succeeds in the amount of \$873.96.

## Issue # 3: Security deposit applied against monies owed \$350.00

### Analysis

19. 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).*

20. The landlord's claim for losses has been successful as per paragraphs 13 and 18 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 2019-2023 was 0% and is currently 1% for 2024-2025.

### **Decision**

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

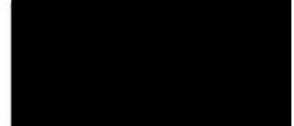
### **Summary of Decision**

22. The tenant shall pay the landlord \$2119.79 as follows:

Rent paid .....	\$1600.00
Compensation for damages .....	873.96
<b>Less: security deposit &amp; interest.....</b>	<b>354.17</b>
 Total .....	\$2119.79

March 18, 2025

Date

  
Pamela Pennell, Adjudicator  
Residential Tenancies Office