

Residential Tenancies Tribunal

Application 2025-0177-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 9:15 AM on 25 March 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, participated in the hearing.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend and was not represented.

Preliminary Matters

4. The tenant was not present or represented at the hearing and attempts to reach her by telephone prior to the hearing were unsuccessful. 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 respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as she had been properly served. The landlord submitted an affidavit with the application stating the tenant was served electronically ([REDACTED]) with the notice of hearing on 12 March 2025 (L#1). During the hearing, the landlord amended the time of the service identified on the affidavit of 12 March 2025 at 9:43 AM to 8:40 AM and supplied evidence of this e-mail service (L#1). 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 landlord, I proceeded with the hearing in her absence.
5. There was a fixed term written rental agreement (L#2) which commenced on 1 May 2024 set to expire on 30 April 2025 with rent initially set at \$500.00 per month, due on the 1st of each month. The parties entered into an agreement to amend the lease (L#3), effective 1 November 2024, to reflect \$625.00 monthly rent in exchange for the landlord taking responsibility for the payment of all utility bills associated with the premises. A security deposit of \$375.00 was collected on 1 May 2024, and is still in possession of the landlord.

6. The landlord's application was amended to increase compensation for damages to \$595.00 and include hearing expenses. The disposition of the security deposit will also be dealt with in this decision.

Issues before the Tribunal

7. The landlord is seeking the following:

- Rental arrears in the amount of \$1875.00
- Compensation for damages in the amount of \$595.00
- Hearing expenses in the amount of \$20.00

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* (the *Act*).
9. Also relevant and referred to in this decision are *Residential Tenancies Program Policies 09-003, 09-005 and 12-001*.

Issue 1: Rental Arrears

10. The landlord testified the tenant vacated the rental premises on or about 1 February 2025 without providing a termination notice and is seeking rental arrears. He testified that the tenant did not provide him reasonable notice, but an email a couple of weeks before and advised him she was leaving by 1 February 2025 (L#4) to which he responded reminding her that her lease did not end until 30 April 2025. The landlord testified that he could not re-rent the room following the tenants early departure because he no longer wished to rent the premises by the room anymore, but rather as a whole. It is his position that the tenant had agreed to rent the premises to 30 April 2025 and should therefore be held responsible for rent for the months of February, March and April 2025.
11. Along with his application, the landlord supplied a rental ledger (L#5) which is reproduced below:

Date	Transaction	Due	Paid	Balance
1 February 25	Rent due	\$625.00	\$0.00	\$625.00
1 March 25	Rent due	\$625.00	\$0.00	\$1250.00
1 April 25	Rent due	\$625.00	\$0.00	\$1875.00

Analysis

12. I accept the landlords uncontested testimony and evidence that the tenant failed to provide a proper termination notice and vacated the premises before the end of her lease. In a fixed-term lease, where the tenant is required to give the landlord a termination notice at least 2 months before the expiry date of the lease, the landlord may be entitled to an award equivalent to the amount of rent that would have been paid out during the remainder of that lease. Notwithstanding, a landlord also has a legal duty to take all reasonable steps to mitigate their damages after a tenant abandons residential premises, and when a landlord fails to take steps to find new tenants, the tenant may not be held liable for the loss of rental income suffered by the landlord.

13. As per the landlord's testimony, he no longer wished to rent the premises by the room but rather as an entire unit, and therefore felt that he was unable to rent the room vacated early by the tenant. The landlord chose not to attempt to mitigate his losses in light of his future plans, and as such the tenant cannot be held liable for the loss of rental income suffered by the landlord up to the end of the rental agreement. However, in consideration of the lack of notice provided to the landlord, and the time associated with repairing damages and cleaning following the tenant's departure, it is reasonable to award the landlord unpaid rent for the month of February.

Decision

14. The landlord's claim for rental arrears succeeds in the amount of \$625.00.

Issue 2: Compensation for Damages

15. The landlord claims \$595.00 in damages, divided amongst 4 items (L#6). Each item will be dealt with individually below.

Item 1 – Broken Door

16. The landlord claims \$300.00 for the door of the bedroom which the tenant occupied. The landlord stated prior to the occupancy, the door was functioning, and the door was in place when he purchased the rental property in 2022. He did not specify the age of the door and testified the doorknob did not need to be replaced. The landlord stated he worked four hours with the removal and installation of the new door. The landlord did not supply any receipts for the cost of the new door and stated he had an extra door at his property that he used to replace the door. Along with his application, the landlord supplied pictorial evidence of the door (L#7) after the tenancy ended showing damages beyond regular wear and tear.

Item 2- Garbage Removal

17. The landlord claims \$65.00 for the costs associated with removal of furniture (a couch and desk) along with various personal belongings left in a storage room by the tenant. Along with his application, the landlord supplied pictorial evidence (L#8) of the items and testified that it required three hours of his personal labour to disassemble the couch and desk, load it and the other items into a truck and bring it to the landfill.

Item 3- Cleaning

18. The landlord claims \$130.00 for cleaning the rental premises after the tenant vacated. The landlord testified he had to clean the bedroom of the tenant as well, as the entry way and hallway of the rental premises. Along with his application, the landlord supplied pictorial evidence (L#9) of the bedroom, as well as the hallway and entrance floors which demonstrated evidence of someone walking back and forth with boots on leaving a residue of salt and dirt. He testified that it took approximately 4 hours of his personal time to clean the premises.

Item 4- Scratch repair

19. The landlord claims \$100.00 for having to repair wooden moldings inside the bedroom of the rental premises which was caused by the tenant's cat. The landlord testified that there were no damages to the moulding prior to the tenant moving in and that he

personally spent two hours plastering, sanding and painting the moldings of the door frame and closet. Along with his application, the landlord supplied pictorial evidence (L#10) of the damaged mouldings; scratches beyond normal wear and tear are evident.

Analysis

20. With all damage claims, three primary things must be established:

- The damages exist and occurred throughout the tenancy;
- The tenants are responsible for the damage through wilful or negligent act(s); and
- The value to repair or replace the damaged items. When considering the value to repair and replace each item, depreciation should also be a factor.

Item 1 – Broken Door

21. The landlord claims \$300.00 for the costs of a new interior door. The landlord testified the door was in place and functioning when he took ownership of the rental premises in 2022. The life expectancy of an interior door is a lifetime and pictorial evidence (L#7) was provided identifying damages beyond normal wear and tear. The landlord testified that it took him approximately 4 hours of personal labour to remove the damaged door, uninstall and reinstall the doorknob, reinstall the new door and dispose of the debris. I accept the landlords uncontradicted testimony and evidence, and that it took him 4 hours of personal labour to replace the door. As per Residential Tenancies Policy 9-003, where a landlord carried out repair work themselves, they may make a claim for costs of personal labour in the amount of 'current provincial minimum wage [\$16.00] + \$8.00 for a total of \$24.00 per hour'. The landlord did not supply any receipts for the cost of the door; however, it was evident that damage existed and research on the Home Depot website shows similar doors available at a cost of \$68.00. Considering the evidence in totality this portion of the landlords claim succeeds in the amount of \$164.00.

Item 2- Garbage Removal

22. The landlord claims \$65.00 for costs related to removal of personal belongings left behind by the tenant after the tenancy ended. I accept the landlords uncontradicted testimony and evidence, and that it took him 3 hours of personal labour to dispose of items left behind by the tenant. As per Residential Tenancies Policy 9-003, where a landlord carried out repair work themselves, they may make a claim for costs of personal labour in the amount of 'current provincial minimum wage [\$16.00] + \$8.00 for a total of \$24.00 per hour'. As this tribunal cannot award monies beyond that which the landlord has claimed for compensation, this portion of the landlords claim succeeds in the amount \$65.00.

Item 3- Cleaning

23. The landlord claims \$130.00 for costs associated with having to clean the rental premises after the tenant vacated. Upon review, the pictures provided as evidence demonstrates that some minor cleaning of the bedroom is required, as well as sweeping and mopping of the common areas used by the tenant when removing her belongings. I accept the landlord's testimony that some cleaning of the premises was required following the tenant vacating and find that 4 hours of self-labour is reasonable to complete the required cleaning. This portion of the landlords claim succeed in the amount of \$96.00.

Item 4- Scratch repair

24. The landlord claims \$100.00 for costs associated with two hours of self-labour with having to repair wooden moldings in the bedroom of the tenant. Upon review of L#10, damage beyond normal wear and tear has been identified. I accept the landlords uncontradicted testimony and evidence that the tenant's cat caused the damages to the moulding which required repair. As no receipts were supplied by the landlord for the costs associated with the plaster and sandpaper, I will only review compensation for self-labour costs, for which the landlord claims two hours. I find that two hours of self labour is reasonable to make the required repairs to the mouldings, and this portion of the landlord claim succeeds in the amount \$48.00.

Decision

25. The landlord's claim for compensation for damages succeeds in the amount of \$373.00.

Issue 3: Hearing expenses

Relevant Submission:

24. The landlord claims \$20.00 hearing expenses. Along with the application, the landlord supplied a receipt for hearing expenses (L#11).

Analysis

25. In accordance with Section 12-001 of the Residential Tenancies Policy Manual: Costs, the director has the authority to order "an unsuccessful party to an application to pay the costs to a successful party to an application". As the landlord was partially successful in their application, hearing expenses will be awarded.

Decision

26. As the claim succeeds, the landlord claim for hearing expense succeeds in the amount of \$20.00.

Issue 4: Security Deposit

27. The landlord testified that a security deposit of \$375.00 was collected on 1 May 2024, and remains in his possession. As the landlord is owed monies, he may apply the security deposit against the monies owed.

28. Section 14(7) of the *Act* states that a 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 a simple cumulative interest rate of 1% annual for 2024 and 2025. Calculated to the date of hearing, the total interest is \$3.38.

Summary of Decision

29. The landlord is entitled to a payment of \$639.62 as determined as follows:

-Rental Arrears.....	\$625.00
-Compensation for Damages.....	\$373.00
-Hearing expenses.....	\$20.00
-Less security deposit + interest	\$378.38
-Total.....	<u>\$639.62</u>

9 July 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office