

Residential Tenancies Tribunal

Application 2025-0221-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing held at 9:09 AM on 30 April 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended. The landlord called a witness, [REDACTED], hereinafter referred to as the landlord's witness.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, attended. Tenant 2, [REDACTED], did not attend.

Preliminary Matters

4. The landlord supplied an affidavits of service (L#1 & L#2) with his application stating the tenants were served by e-mail and text message [REDACTED] & [REDACTED]; [REDACTED] & [REDACTED] on 11 April 2025 at approximately 8:30 AM. The tenant did not dispute this service. In accordance with the *Residential Tenancies Act, 2018* (the Act), this is good service.
5. There was a fixed term rental agreement (L#3) beginning on 1 February 2024 until 1 January 2025. Rent was set at \$2100.00, and due on the 1st of each month. A security deposit of \$1575.00 was collected on 24 December 2023 and is still in the possession of the landlord.
6. The tenants vacated the rental premises on 17 December 2024.

Issues before the Tribunal

7. The landlord is seeking the following:
 - The validity of the termination notice
 - Rent paid in the amount of \$2100.00
 - Compensation for damages of \$1715.95
 - Utilities paid in the amount of \$520.41
 - Security deposit to be used against monies owing
 - 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 considered and referred to in this decision are Sections 14, 18, 34 and 35 of the Act as well as Polices 9-003 and 12-001 of the Residential Tenancies Program policies.

Issue 1: Validity of Termination Notice

Relevant Submission

10. The landlord submitted a copy of a text message which the tenants sent indicating they would be vacating the fixed term rental agreement early (L#4).

Landlord Position

11. The landlord testified the tenant texted him on 1 December 2024 indicating they would be vacating the rental agreement by 1 January 2025. The landlord stated he informed the tenants the fixed term did not end until 1 February 2025 and unless he could rent to other tenants in January 2025, the tenants would be responsible for rent.
12. The landlord testified he made attempts to secure new tenants immediately after the tenants vacated (L#5) however was unsuccessful. The landlord stated the tenants paid rent for December 2024. The landlord is seeking \$2100.00 rental arrears for January 2025.
13. The landlord's witness testified the landlord had informed the tenants that the fixed term rental agreement was in place until 1 February 2025.

Tenant Position

14. The tenant did not dispute they issued the landlord notice to end the fixed term rental agreement prior to 1 February 2025 and testified they both vacated the rental premise on 17 December 2024. He did not dispute they did not pay rent for January 2025 as they secured a mortgage for their own home. The tenant testified the text message he sent to the landlord did not identify the rental address, did not identify a Section of the *Residential Tenancies Act*, and was not signed by himself.

Analysis

15. This decision will determine the validity of the termination notice in relation to Section 18 of the *Act* as specified below:

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

- (a) Not less than 7 days before the end of a rental period where the residential premises is rented from week to week
 - (b) Not less than one month before the end of a rental period where the residential premises is rented from month to month, and
 - (c) Not less than 2 months before the end of the term where the residential premises is rented for a fixed term.
16. Upon review of L#4, the required timelines of a fixed term rental agreement termination notice has not been met.
17. The requirements of Section 18 are not met.

Decision

18. The termination notice issued to the landlord on 1 December 2024 by the tenants is therefore not a valid notice.

Issue 2: Rent Paid \$2100.00

Relevant Submission

19. The landlord is claiming rent for January 2025 due to the tenants not paying rent for that month and his inability to re-rent the premises to new tenants. The landlord submitted evidence that he advertised the rental premises shortly thereafter the tenants had vacated (L#5). In addition, the landlord submitted evidence (L#6) that the tenants made attempts to sublet the rental premises.

Landlord Position

20. The landlord testified he was not able to rent the rental premises for the month of January 2025 and new tenants were occupants by the middle of February 2025. He stated the tenants did not issue a valid termination notice and were therefore responsible for this month's rent.

Tenant Position

21. The tenant did not dispute rent for January 2025 was not paid and testified they vacated the rental on 17 December 2024.

Analysis

22. A landlord has a legal duty to take all reasonable steps to mitigate financial losses after tenants vacate the residential premises. As the most obvious sort of losses the landlord would suffer would be loss of rental income, "mitigation" in these circumstances would entail the landlord taking immediate steps to find new tenants to move into the property so that the landlord could again collect rent. In this instance, I note the landlord informed

the tenants they were financially liable for rent for January 2025 (L#4), along with posting the rental immediately after the tenants vacated (L#5). Furthermore, the landlord testified damages had to be repaired on the rental premises after the tenants vacated which will be addressed below.

23. I find the landlord, on the balance of probabilities, did make all necessary attempts to mitigate his financial losses of rent for January 2025.

Decision

24. The landlord's claim for compensation of \$2100.00 for rent succeeds for January 2025.

Issue 3: Compensation for Damages \$1715.95

25. The landlord testified that there were damages / losses to the unit, and he is seeking \$1715.95 to cover his cost to repair /replace as needed. The landlord submitted a damages ledger to support the claim (LL#7) listing 6 line-items as recreated below:

	Description of Damages	Compensation Claimed
1	Replace window in exterior door - 3 hours	180.00
2	Replace/repair laminate flooring by door - 4 hours	300.00
3	Wall repairs (patching and painting) – 5 hours	468.00
4	Sand and Stain Stair treads – 4 hours	340.00
	Total for labour	1,288.00
5	Cleaning of house (\$23.60 x 3hrs x 2 people)	141.60
6	Cost of new window	286.35

Note: total costs for labour are broken down as per LL#36 which was provided post-hearing upon request to the adjudicator and the respondent.

26. The landlords and tenants' positions on these items is as follows (note: items 1, 2 and 6 are grouped together as they are inter-related):

Items 1, 2 & 6: Window in exterior door and laminate flooring by the door

27. The landlord testified that there had been an issue with the door during the tenancy. The tenants' dog had jumped up on the door and broken the screen on the window, and he had asked them to replace the screen. He testified that following the end of the tenancy, upon investigation, it was determined that the replacement screen appears to have been too large for the window and placed in the window forcibly, which lead to a small shift in the windowpane itself causing water to penetrate, leak down the door and pool on the floor. The landlord claims that this damaged the window casing irreparably and caused rot from water damage in the flooring adjacent to the door. He further claims that the tenants were aware of this and plastered and painted over the section of the floor using materials designed for use on drywall. In support of his claim, the landlord provided pictures (L#10, 11 & 12) show the damaged section flooring next to a windowpane. The landlord was unaware of the age of the exterior door / window but testified that he purchased the property 10 years ago, so felt it would be at least "10 to 15 years of age". The landlord purchased a new window at a cost of \$286.35, for which

he provided a receipt from Kents (L#9) and testified that the repair to the window and damaged flooring was conducted by a contractor. He testified that the laminate flooring was between 4 - 5 years old. He provided a receipt (L#38) depicting the total cost of labour for repairs 1 – 4 listed above in the amount of \$1288.00.

28. The tenant testified that the screen on the window was loose when they first moved in, that there was a small tear in the corner, that the damage was not due to the dog but felt that it was wear and tear over time and the screen had come away from the vinyl. He testified that the casing around the window was cracked, and they were told to replace the screen which was not his fault. When asked if he was aware of the damaged flooring, he noted that the dog was sniffing in the area and there was a moisture bubble. He testified that he advised the landlord, and they talked about how they were going to fix it all. The tenant claimed that he replaced the screen as requested, and that he had put a little putty around the damaged area, but did not plaster and paint.

Item 3: Wall Repairs

29. The landlord testified that the rental premises was painted in January 2024 just prior to the tenants moving in. The landlords witness testified to the same. The landlord testified that at the end of the tenancy there were holes in the walls and provided pictures (L#13 - #24) demonstrating a board that had been drilled into the bedroom wall leaving behind 16 holes, as well as holes in basement walls and the living room. The landlord testified that plastering and painting was required in the living room, dining room, two bedrooms and the basement. He provided a receipt (L#38) depicting the total cost of labour for repairs 1 – 4 listed above in the amount of \$1288.00.
30. The tenant testified that the paint in the residence “didn’t look that fresh” when they moved into the unit. He further testified that they had asked permission of the landlord to hang items on the walls and confirmed that he had placed a 2 x 4 on the wall for a TV mount. He felt that any damage was normal wear and tear.

Item 4: Sand and Stain Stair Threads

31. The landlord testified that the stairs to the basement were stripped of carpet, sanded and freshly stained prior to the tenants moving into the residence. The landlords witness provided corroborating testimony and pictures of the stairs prior to the tenant moving in were provided (L# 25 – 28). The landlord testified that at the end of the tenancy there were gouges and scrapes from what he attributed as being from the tenants’ dogs nails. Pictures of the damage was provided (L# 25 – 28).
32. The tenant confirmed that he had two dogs. He testified that that there was a little bit of damage to the stairs but felt it was general wear and tear as the stairs were only lightly stained. He provided a receipt (L#38) depicting the total cost of labour for repairs 1 – 4 listed above in the amount of \$1288.00.

Item 5: Cleaning

33. The landlord is claiming \$141.60 for himself and one other person at 3 hours each having to clean the rental following vacancy. The landlords witness, who was the second person cleaning corroborated his testimony. Along with his application, the landlord supplied pictures (L#30 – L#33) showing dirty windowsills / ledges, dirty floors under the

stairs in the basement, stained dishwasher, dirty baseboards, crayon marks and stickers remaining on walls.

34. The tenant testified that they had cleaned the premises upon moving out, but there may have been a couple of things remaining such as a couple of stickers on the walls.

Analysis

35. As per the Residential Tenancies Program Policy and Procedure Guide 09-003, it is the responsibility of the landlord in a claim for damages to provide sufficient evidence to demonstrate the extent of any alleged damages and the cost of repair, and this should include documentary evidence wherever reasonably possible. A tenant is only liable for damages caused by a wilful or negligent act of themself or a person they allow onto the premises.

Items 1, 2 & 6: Window in exterior door and laminate flooring by the door

36. The landlord is seeking compensation for damage to the window in the exterior door, adjacent laminate flooring, and the cost of a replacement window, totaling \$766.35. The landlord testified that the tenant's dog damaged the screen during the tenancy and that the tenant replaced the screen improperly, causing a shift in the windowpane. This allegedly led to water infiltration, which damaged the window casing and caused rot in the flooring. The landlord provided photographic evidence and receipts to support the claim. The tenant acknowledged replacing the screen but disputed the cause of damage, attributing it to pre-existing wear and tear and denying responsibility for the flooring damage.
37. Under the *Act*, tenants are liable for damage caused by negligent acts. The evidence supports that the tenant's repair contributed to the deterioration of the window and flooring. However, depreciation must be applied. The window was approximately 12.5 years old with a 20-year lifespan. Accordingly, the depreciated value of the window is \$107.38.
38. Labour costs for repairs to the window and flooring are accepted as claimed, totaling \$480.00. Compensation awarded for Items 1, 2, and 6 is \$752.38.

Item 3: Wall Repairs

39. The landlord is seeking compensation for wall repairs, including patching and painting in multiple rooms, due to damage allegedly caused by the tenant. The landlord testified that the unit was freshly painted in January 2024 prior to the tenant's occupancy and provided photographic evidence (L#13–24) showing multiple holes in the walls, including 16 holes from a mounted board in the bedroom. The tenant acknowledged installing a 2x4 board for a TV mount and confirmed that holes were left behind. While the tenant claimed to have received permission to hang items, the extent of the damage exceeds what would reasonably be considered normal wear and tear.
40. Under the *Act*, tenants are responsible for repairing damage caused by negligent acts. The installation of a board resulting in multiple holes, along with additional damage in other rooms, supports the landlord's claim. The landlord provided a receipt (L#38) for labour costs associated with wall repairs. Based on the evidence and policy, I find the

tenant liable for the damage, and compensation for wall repairs in the amount of \$468.00 is awarded.

Item 4: Sand and Stain Stair Treads

41. The landlord is seeking compensation in the amount of \$340.00 for refinishing basement stair treads, which he claims were damaged by the tenant's dogs. The landlord testified that the stairs had been stripped of carpet, sanded, and freshly stained prior to the tenancy, and provided corroborating testimony and photographic evidence (L#25–28) showing the condition of the stairs before and after occupancy. The tenant acknowledged having two dogs and admitted there was "a little bit of damage," but considered it general wear and tear.
42. Under the *Act*, tenants are responsible for damage caused by negligent acts or by persons or animals permitted on the premises. Pet-related damage, such as gouges and scrapes from dog nails, is generally not considered normal wear and tear. The photographic evidence supports the landlord's claim that the damage exceeded reasonable use. The cost of refinishing is supported by a receipt and appears reasonable.
43. Depreciation is not applicable in this instance, as the damage was caused by the tenant's pets and not by the natural aging of the stairs. Based on the evidence and policy, I find the tenant liable for the damage, and compensation in the amount of \$340.00 is awarded.

Item 5: Cleaning

44. The landlord is seeking compensation in the amount of \$141.60 for cleaning the rental unit following the end of the tenancy. He testified that both he and another individual spent three hours each cleaning the premises and provided photographic evidence (L#30–L#33) showing dirty windowsills, floors, baseboards, a stained dishwasher, and crayon marks and stickers on the walls. The landlord's witness corroborated the time spent cleaning. The tenant testified that the unit was cleaned prior to move-out but acknowledged that some stickers may have remained.
45. Under the *Act*, tenants are required to return the rental unit in a reasonably clean condition. Cleaning costs may be awarded where the unit is left in a state that requires more than routine turnover cleaning. The photographic evidence supports the landlord's claim that additional cleaning was necessary. Policy 09-003 of the Residential Tenancies Program specifies "for each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00". That current calculation is \$16.00 + \$8.00 therefore totaling \$24.00 X 3 hours = \$72.00 X 2 people = \$144.00. Compensation beyond the amount claimed is not awarded by this tribunal.
46. Compensation for cleaning in the amount of \$141.60 is awarded.

Decision

47. The landlord's claim for compensation for damages succeeds in the amount of \$1701.98 determined as follows:

Window & Laminate flooring.....	\$752.38
Wall repairs.....	\$468.00
Stair Treads.....	\$340.00
Cleaning.....	\$141.60
 Total.....	 <u>\$1701.98</u>

Issue 4: Utilities paid

Landlord Position

48. The landlord is claiming \$520.41 for utilities. He testified the power account was switched over to his name on 19 December 2024. Along with his application, the landlord supplied two NL Power bills dated 14 January 2025 and 12 February 2025 (L#34).
49. The landlord's witness questioned why the landlord was financially responsible for the utilities payments as they were not living in the rental premises and the tenants were subject to a fixed term rental agreement during the times of the bills.

Tenant Position

50. The tenant did not dispute they vacated the rental premises 17 December 2024 and that the utilities bill had been switched over to the landlord's name.

Analysis

51. The landlord supplied a copy of the rental agreement (L#3) along with his application. Condition 11 of that piece of evidence signed by the tenants, indicates the utilities are the responsibility of the tenants. The tenant testified they vacated the rental premises on 17 December 2024. This was not disputed by the landlord. L#30 indicates two utilities bill: the first between 19 December 2024 and 11 January 2025 totaling \$294.96 and the second between 11 January 2025 and 12 February 2025 totaling \$450.89 (grand total of \$745.85).
52. As it has already been determined in paragraphs 18 and 24, that the tenant's termination notice was invalid and that the landlord is entitled to compensation for January rent, I also find that the tenants are responsible for the utility costs for the month of January. The landlord submitted NL Power bills to support the claim demonstrating a total amount of \$745.85. Prorated from 19 December 2024 to 31 January 2025 utility costs would equate to \$596.68. This Tribunal does not award amounts more than what is claimed. Accordingly, the tenants are responsible for the requested amount of utilities of \$520.41.

Decision

53. The landlord's claim for utilities succeeds in the amount of \$520.41.

Issue 5: Security Deposit

Relevant Submission

54. The landlord is seeking to retain the security deposit of \$1575.00. The tenant did not dispute this amount was paid in December 2023.

Analysis

55. As the landlord's claim for compensation has succeeded, the security deposit, plus applicable interest at the rate prescribed by the *Security Deposit Interest Calculator* shall be applied against the monies owed (\$1575.00 + \$20.97) and reveals the landlord shall retain \$1595.97.

Decision

56. The landlord's claim to retain the security deposit plus applicable interest, succeeds in the amount of \$1595.97.

Issue 6: Hearing expenses

Relevant Submission

57. The landlord claims \$20.00 hearing expenses. Along with the application, the landlords supplied a hearing receipt (L#35).

Analysis

58. 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 successful in his application, hearing expenses will be awarded.

Decision

59. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

60. The notice issued by the tenants is not a valid termination notice.

61. The tenants shall pay to the landlord \$2746.42 determined as follows:

- Rental arrears.....\$2100.00
- Damages.....\$1701.98
- Payment of utilities.....\$520.41
- **Less Security deposit plus interest.....\$1595.97**

- Hearing expenses.....\$20.00
- Total.....\$2746.42

12 September 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office