

Residential Tenancies Tribunal

Application 2025-0251-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 2:02 p.m. on 23-April-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the Landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them 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 the 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 they have been properly served.
5. The landlord submitted an affidavit with their application stating that they have served the tenants with the notice of the hearing electronically by texts on 19-April (LL#1) and submitted proofs of sent texts and acknowledged that they used this way of communication with the tenants before (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
6. There was a written fixed term rental agreement which commenced in December-2023 for one year and then converted into a month-to-month relationship. The tenants vacated the unit on 11-March-2025. Rent was \$1700.00 per month due on 1st of each month. A security deposit of \$1200.00 was collected on 30-November-2023 and is still in landlord’s possession.
7. The landlord amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
 - Rent paid \$2303.00;
 - Compensation for Damages \$1000.00;
 - Other expenses \$1899.31;
 - Security Deposit of \$1200.00 to be applied against any monies owed.
 - Hearing expenses \$20.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 2-4 Deposits, Payments and Fees, Section 9-3 Compensations for Damages to Rental Premises, Section 12-1 Costs, and following section the *Residential Tenancies Act, 2018*: Section 14: Security Deposit.

Issue # 1: Rent paid \$2303.00

Relevant Submission:

11. The landlord is seeking rent in the amount of \$1700.00 for February, which he stated was not paid, as well as \$603.00 for the period from March 1st to March 11th. The landlord submitted a copy of the rental ledger to support their claim, see below:

Month	Day paid	Amount Received	Amount not received	Late Fees	Notes
Jan	Jan 7	\$850	—	—	Partial Payment
	Jan 21	\$850	—	—	Paid
Feb			\$1700		Owing
March			\$603		Owing

Landlord's Position:

12. The landlord testified that the tenants moved out on 11-March and that, due to continued non-payment of rent, he issued multiple termination notices under Section 19—specifically in September, January, and February. Additionally, in February, he issued a standard termination notice to vacate in May, as he had decided to sell the house.

Analysis

13. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
14. I asked the landlord when he found out that the tenants moved out. The landlord testified that on 25-February, he served a termination notice under Section 19 requiring the tenants to vacate by 7-March. On March 7th, he contacted the tenants and found they were still in the unit packing. On March 8th, the tenants informed him via text message that they had

vacated. However, the landlord entered the unit on 11-March and found that some of the tenants' belongings were still present in the unit.

15. I accept the landlord's testimony, as the tenants were not present to provide their account. Based on the information provided, I accept that the tenants notified the landlord on 8-March that they had vacated. I find that it was the landlord's responsibility to verify the vacancy of the unit following this notice and not to delay re-entry until 11-March.
16. Therefore, I find the tenants responsible for the period they occupied the unit, from 1-February to 8-March. This amount will be calculated as follows:

$$\begin{aligned}\text{Daily rate: } & \$1700 \times 12 \text{ mths} = \$20400.00 \\ \$20400 / 365 \text{ days} & = \$55.89 \text{ per day} \\ \$55.89 \times 36 \text{ days} & = \$2012.04\end{aligned}$$

17. I find that the tenants are responsible for outstanding rent for the period of 1-February till 8-March-2025 in the amount of \$2012.04.

Decision

18. The landlord's claim for rent succeeds in the amount of \$2012.04.

Issue # 2: Compensation for Damages \$1000.00.

Landlord's Position:

19. The landlord is seeking \$1000.00 in compensation for damage to a kitchen cupboard. He testified that a portion of the cupboard—made of pine and located near the door—was damaged by the tenant's dogs, with approximately 2 to 3 inches of chewing on the back and side. He further stated that he consulted with a couple of laborers who advised that the cupboard could not be repaired and would need to be replaced, and the approximately cost would be between \$500.00-\$1000.00. The landlord also stated that while the cupboards were old, they were still in good condition at the start of the tenancy and showed no signs of damage at that time. He submitted photographic evidence in support of his claim (LL#3).

Analysis

20. I accept the landlord's testimony, as the tenants were not present or represented during the hearing to dispute the landlord's claim. After reviewing the evidence, I accept that the damage to the cupboard exists and occurred during the tenancy. I asked the landlord about the age of the cupboards, and he stated that when they purchased the house in 2012 they was already there. Based on the landlord's testimony and the appearance of the cupboards in the photographs, it is evident that the cupboards were already aged and likely nearing the end of their useful lifespan. While I acknowledge that they may have been in good condition at the beginning of the tenancy, I find that it would not be reasonable to hold the tenants fully responsible for the full replacement cost.
21. Therefore, I find that a nominal award of \$100.00 is reasonable in recognition of the damage caused, taking into account the condition and age of the cupboards at the time of the tenancy.

Decision

22. The landlord's claim for compensations for damages succeeds in the amount of \$100.00.

Issue #3: Other expenses \$1899.31.

Relevant Submission:

23. The landlord is also seeking \$1,899 for additional expenses due to the damages occurred during the tenancy as per ledger:

Pipers	Curtains	\$33.10
Paint Shop	Paint	\$76.76
Kent	Door Knob	\$138.00
Dollarama	Cleaning Supplies	\$41.45
Dog Excrement Quote		\$350.00
Maid	30hrs @\$30/hr	\$900.00
Painter	12hrs @\$30/hr	\$360.00
		\$1,899.31

24. Landlord's position on each item is as follows:

1. Curtains \$33.10

25. The landlord testified that the tenants were smoking in the unit, which was strictly prohibited under the tenancy agreement. As a result, the original curtains in the living room — purchased just prior to the start of the tenancy—became yellowed, absorbed a strong odor, and were in poor condition. The landlord submitted a receipt for the replacement curtains (LL#4) and photographic evidence to support their claim (LL#5).

2. Paint \$76.75.

26. The landlord is also claiming the cost of paint due to smoke-related staining on the ceiling, front living room, porch, and hallway. He stated that the home was freshly painted two years prior to the tenancy and provided photographic evidence showing discoloration (LL#6). He also submitted a receipt for two gallons of paint (LL#4).

3. Painting \$360.00.

27. Additionally, the landlord seeks compensation for painting he performed himself in the main living room, bathroom, and common hallway. He stated that he completed two coats of paint in 12 hours and charged \$30.00 per hour for his labor.

4. Doorknob \$138.00.

28. Next, the landlord is seeking reimbursement for a replacement door lock. He stated that he purchased a basic deadbolt for the front door and submitted a receipt (LL#4).

5. Maid \$900.00.

29. The landlord testified that, following the tenants' departure, he was required to hire a cleaning service and is seeking reimbursement of \$900.00. He stated that significant cleaning was needed throughout the apartment, describing dirt and damage to the walls,

windows, cupboards, fridge, freezer, tiles, flooring, bathroom fixtures, and overall living spaces. He also testified that extensive damage and mess were caused by the tenants' two dogs and at least one cat, including scars in bedroom from furniture, smoke damage, cat litter, and dust accumulation. The landlord submitted photographic evidence to support his claims (LL#7), along with a receipt indicating that 30 hours of cleaning were performed (LL#8).

6. Cleaning supplies \$44.45.

30. The landlord claimed the cost of cleaning supplies, including gloves and brushes, which were purchased to address the cigarette odor and explained that cleaning was necessary. The landlord submitted a receipt to support their claim (LL#4).

7. Dog excrement disposal \$350.00.

31. The landlord also seeks reimbursement of \$350.00 for the disposal of dog excrement and junk outside of the unit. He testified that the tenants failed to clean up after their dogs throughout the winter, resulting in the need to hire a third party to perform the cleanup. A receipt was submitted in support of this claim.

Analysis

32. In accordance with *Residential Tenancies Policy 9-3*, the applicants are 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)*

1. Curtains \$33.10

33. The landlord testified that the tenants were smoking in the unit, which was strictly prohibited under the tenancy agreement. As the tenants did not appear to dispute this testimony, and based on the evidence provided, I accept that the cost of the replacement curtains was necessary due to the tenant's breach of the no-smoking agreement. Therefore, I award the landlord the full amount claimed for the curtains.

2-3. Paint \$76.75. and painting \$360.00.

34. The landlord is also claiming the cost of paint due to smoke-related staining on the ceiling, front living room, porch, and hallway. Additionally, the landlord seeks compensation for painting he performed himself. I accept that the evidence provided by the landlord is showing the extent of the staining due to the tenant's breach of the no-smoking agreement. I accept that the tenants are responsible for the smoke-related damage that necessitated repainting the affected unit. I accept the landlord's testimony that the unit was freshly painted prior the beginning of the tenancy in 2023. Therefore, I find that the tenants are fully responsible for the reimbursement of cost of paint.

35. I accept that the landlord performed the painting himself and that it took him 12 hours to complete the painting. According to the Section 9-3 of the *Policy*, *where a landlord carried out any of the repair work themselves, they may make a claim for costs of personal labour. For each hour of personal labour exerted, a landlord may claim the current provincial*

minimum wage rate + \$8.00. For those reason the landlord's self-labour will be compensated at a rate of \$24.00 per hour.

36. The landlord's claim for paint and painting succeeds in the amount of \$364.75.

4. Doorknob \$138.00.

37. The landlord is seeking reimbursement for a replacement door lock. He stated that he purchased a basic deadbolt for the front door.

38. I find that this cost relates to regular property maintenance and is part of the normal cost of doing business. Therefore, I do not find the tenant responsible for this expense.

5-6. Maid \$900.00 and cleaning supplies \$44.45.

39. The landlord testified that, following the tenants' departure, he was required to hire a cleaning service and is seeking reimbursement of \$900.00. The landlord claimed the cost of cleaning supplies, including gloves and brushes, which were purchased to address the cigarette odor and explained that cleaning was necessary. I find that the landlord provided sufficient evidence to show the condition of the unit and that the cleaning throughout the apartment was required.

40. Based on the landlord's testimony, the supporting photographs, and the receipt provided, I find that the amount of \$900.00 for cleaning services and cleaning supplies of \$44.45 shall be reimbursed by the tenants.

7. Dog excrement disposal \$350.00.

41. The landlord is seeking reimbursement of \$350.00 for the disposal of dog excrement and junk outside of the unit. However, the landlord did not provide photographic evidence to show the condition of the outside premises, nor did he submit a receipt for the services performed. As such, I find that the landlord has failed to provide sufficient evidence to support this claim. For these reasons, the landlord's claim for reimbursement of \$350.00 for disposal services does not succeed.

Decision

42. The landlord's claim for other expenses succeeds in the amount of \$1342.30.

Issue # 4: Hearing expenses \$20.00.

Relevant Submission

43. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#9).

Analysis

44. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the landlord's claim was partially successful as per paragraphs 18, 22 and 42, the landlord will be awarded with \$20.00 filing fee.

Decision

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

Issue # 5: Security deposit to be applied against any monies owed \$1200.00
Analysis

46. 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).

47. The landlord's claim for losses has been partially successful as per paragraphs 18, 22, 42 and 45 and as such, the security deposit shall be applied against monies owed. 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 interest for 2023 was 0% and the annual interest in 2024-2025 is 1%.

Decision

48. The landlord's claim for security deposit plus interest to be applied against monies owed succeeds.

Summary of Decision

49. The tenants shall pay the landlord \$2238.59 as follows:

Rent	\$2012.04
Compensation for damages	\$100.00
Other expenses	\$1342.30
Less Security Deposit & interest ..	\$1215.75
 Total	 \$2238.59

April 30, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office