

Residential Tenancies Tribunal

Application 2025-0303-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 21-July-2025 at 2:00 pm.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.
4. The landlord called as a witness [REDACTED], who attended via teleconference.

Preliminary Matters

5. 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. The landlord submitted a pair of affidavits (LL#1 and LL#2) with their application stating that they had served the tenants with notice of the hearing electronically on 18-June-2025 at 2:43 pm and 19-June-2025 at 9:42 am. Proof of service was also provided. 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. At the hearing, it was suggested that the landlord may have additional evidence to submit. As there would be no prejudice to respondents that chose not to attend, the landlords were advised that this would be acceptable but that a cutoff date must be chosen, after which no more evidence could be submitted. The landlord agreed the date would be 25-July-2025. They were advised that if unexpected events prevented them from submitting all necessary evidence before then, they should notify our office.

7. On 25-July-2025, an email was received from the landlord providing additional evidence, advising that they expect additional documentation will be forthcoming, and that all additional documentation will be sent as soon as it is received. Nothing else was received from the landlord by 9-September-2025, at which this tribunal determined that a final decision must be issued.

Issues before the Tribunal

8. Should the landlord's claim unpaid rent succeed?
9. Should the landlord's claim for compensation for damages succeed?

Legislation and Policy

10. 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

11. The landlord seeks \$1950 in unpaid rent. A rental ledger was provided in support of this claim (LL#3). This total includes \$325.00 for half of the monthly rent of \$650/month for April, as the landlord says the tenants vacated on or about 18-April-2025.
12. I accept the landlord's uncontradicted testimony. The landlord's claim for unpaid rent succeeds in the amount of \$1950.00.

Issue 2: Damages

13. The landlord claims \$15000 in compensation for damages, divided amongst 6 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.
14. First, the landlord claims for kitchen cabinet doors they say were torn off. These can be seen in photos provided (LL#4 pages 1-2). They say the cabinets were part of the premises when it was purchased in 2019.
15. Second, the landlord claims for cracked glass in the living room and bedroom windows. Photos are shown in LL#4 pages 9-10.
16. Third, the landlord claims for holes left in the walls. They testified that there were no walls left without holes. These holes can be seen in LL#4 pages 11-18.
17. Fourth, the landlord claims for damage to the interior doors. These can be seen in LL#4 pages 4-8.

18. Fifth, the landlord claims for a damaged door box. This can be seen in LL#4 page 5.
19. Sixth, the landlord claims for water damage to the bathroom vanity. Evidence of this can be seen in LL#4 page 3.
20. LL#6 is a quote for the cost of repairing items 1 and 6. The cost of both repairs combined is \$11442.50. The landlord has provided sufficient evidence to prove on a balance of probabilities that these damages occurred, that the repair was necessary, and the cost of the repair. This portion of the claim therefore succeeds in the amount of \$11442.50. The remainder of the claim fails as the landlord has not established the cost of repair.
21. The landlord's claim for damages succeeds in the amount of \$11442.50.

Decision

22. The landlord's claim for unpaid rent succeeds in the amount of \$1950.00.
23. The landlord's claim for damages succeeds in the amount of \$11442.50.
24. The landlord was successful in their claim and may therefore claim for their reasonable hearing expenses. In this case they seek only the \$20.00 hearing fee, which is granted.
25. The tenancy has ended and the security deposit must be disposed of. In the present case the security deposit was \$300.00 and was received on 12-November-2024.
26. S. 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 the years 2024 and 2025. Calculated to the date of the hearing, the interest totals \$2.08.

Summary of Decision

27. The tenants shall pay to the landlord \$13110.42 as follows:

Unpaid Rent.....	\$1950.00
Damages.....	\$11442.50
Hearing Expenses.....	\$20.00
Less Security Deposit.....	\$302.08
Total.....	\$13110.42

12-September-2025
Date


Seren Cahill
Residential Tenancies Office