

Residential Tenancies Tribunal

Application 2025-0326-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 15-May-2025.
2. The applicant, [REDACTED], represented by [REDACTED]ard and [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
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 him 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 he has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 28-April-2025 (LL#1). The landlord 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 landlord, I proceeded with the hearing in his absence.
5. There was a fixed term rental agreement which commenced on 21-August-2024. The tenant vacated the unit on 26-March-2025. Rent was \$2500.00 per month, due on the 1st day of each month. A security deposit of \$1875.00 was paid on 26-August-2024 and is in the landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent paid \$2136.98
 - Compensation paid for damages \$8332.98
 - Security deposit applied against monies owed \$1875.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. 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 \$2136.98

Landlord's Position

9. The landlord's representative testified that the tenant vacated the unit on 26-March-2025 and rent is outstanding at the pro-rated amount of \$2136.98 for the period of March 1-26 and they are seeking rent to be paid in full up to the end of the tenancy.

Analysis

10. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. I accept the landlord's testimony, and as such I find that the tenant is responsible for rent up to the date he last resided at the premises. I find that the tenant is responsible for the outstanding pro-rated amount of rent in the amount of \$2136.98.

Decision

11. The landlord's claim for *rent paid* succeeds in the amount of \$2136.98.

Issue # 2: Compensation for Damages \$8332.98

Relevant Submission

12. The landlord's representative testified that there were damages / losses to the unit, and they are seeking \$8332.98 to cover the costs. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below:

Item	Reason	Vendor	Cost
Replacement mattress - Queen pillowtop	Discarded as item was very soiled and smell was unbearable	Leons	\$ 1,148.85
Professional Cleaning - Couch and area rug	In-House cleaning attempted; unable to remove smell	Bear Cleaners	\$ 253.00
Temporary Door	Police broke down door(s) on Feb 28 to gain access after guest [REDACTED] called re: no response from tenant [REDACTED]	Interex	\$ 1,070.65
Replacement Front Door & Bedroom Door	Door to match original door and bedroom door that was also damaged Feb 28	Interex	\$ 4,968.00
Sheriff Fees	Locksmith & Eviction Order	Office of the High Sheriff	\$ 268.74
Patch for couch	Burn mark on bottom of couch - suspected from being pushed into baseboard heater	Fabricville	\$ 28.74
Cleaning	Extensive heavy duty cleaning done by 1 staff member of 1 bedroom 2 bath unit, including packing and storing of personal belongings of tenant	MacPherson Suites	\$ 575.00
Application Filing Fee	Application for Dispute Resolution	Service NL	\$ 20.00
		Total	\$ 8,332.98

Landlord's Position

13. The landlord's representative testified that there were damages / losses to the unit, and they submitted photographs and a video to show the condition of the unit at the end of the tenancy. The landlord's position on each item is as follows:

Item # 1: Replacement mattress – queen pillowtop (\$1148.85) – The landlord's representative testified that a queen pillowtop mattress was destroyed by the tenant due to the presence of human excrement and urine and they are seeking \$1148.85 to replace the mattress. The landlord submitted a photograph of the mattress (LL#4) and a quote from *Leon's Furniture* to show the cost to replace the mattress (LL#5).

Item # 2: Professional cleaning – couch and area rug (\$253.00) – The landlord's representative testified that the unit needed the services of a professional cleaner to deal directly with the odor of urine within the couch and the rug. The landlord is seeking \$253.00 to cover the cost of the professional cleaning and they submitted a copy of a receipt from *Bear Cleaners & Supply* to support the claim (LL#6).

Item # 3: Temporary door (\$1070.65) – The landlord's representative testified that they had to retain the services of a company to immediately install a temporary door to the main entrance of the unit as the *Police* were forced to break down the door to the unit during an incident dated 1-March whereby the tenant barricaded himself inside the bedroom of the unit. The landlord is seeking \$1070.65 to cover the cost to supply and install the temporary door and they submitted a copy of an invoice from *Interex* to support the claim (LL#7).

Item # 4: Replacement front door and bedroom door (\$4968.00) – The landlord's representative testified that they had to install the proper door to the entrance of the unit and an interior door to the bedroom as both doors were damaged during the incident on 1-March when the tenant barricaded himself inside the bedroom of the unit. The landlord is seeking \$4968.00 to cover the cost to replace and install both doors and they submitted a copy of a receipt from *Interex* to support the claim (LL#8).

Item # 5: Sheriff fees (\$268.74) – The landlord's representative testified that they incurred Sheriff fees when they had a previous order for vacant possession enforced through the *Office of the High Sheriff* and they are seeking to be reimbursed in the amount of \$268.74.

Item # 6: Patch for couch (\$28.74) – The landlord's representative testified that they had to put a patch on the corner of the couch as the fabric appeared to have been burned, and they are seeking \$28.74 to cover the cost of the fabric patch. The landlord submitted a photograph of the couch (LL#9) and a copy of a receipt from *Fabricville* to support the claim (LL#10).

Item # 7: Cleaning (\$575.00) – The landlord's representative testified that in addition to the professional cleaning to remove the urine and bodily hair, they also needed to conduct a standard cleaning of the unit as it was very dirty. The landlord's representative stated that it took their in-house cleaners 20 hours at \$25.00 per hour to complete the work and they are seeking \$575.00 to cover the cost. The landlord submitted photographs and a video of the unit to support the claim (LL#11).

Item # 8: Application filing fee (\$20.00) - The landlord's representative testified that they incurred hearing expenses in the amount of \$20.00 and they are seeking to be reimbursed for that amount. The landlord submitted a copy of the receipt to support the claim (LL#12).

Analysis

14. 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)*

15. Based on the testimony of the landlord's representatives and the exhibits entered into evidence, and as the tenant was not present to dispute any claims, each item is analyzed as follows:

Item # 1: Replacement mattress – queen pillowtop (\$1148.85) – Based on the testimony of the landlord's representatives, the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that the mattress was damaged, and was able to show that the tenant was negligent in causing the damage. I asked the landlord's representative the age of the mattress and she responded that it was purchased in 2022, and she stated that the quote they received from *Leons Furniture* is for a much cheaper mattress than the one in the unit. In accordance with Section 9-5 of the *Policy*, depreciation and life expectancy of property shall be taken into consideration when awarding for damages. High quality mattresses have a life span of 15 years and as the landlord failed to show the value of the current mattress, the quote from *Leons Furniture* shall be used to determine the amount to be awarded. As the mattress is 3 years of age, there is approximately 80% of the mattress's life cycle remaining and for that reason, I find that the tenant is

responsible for the cost to replace the mattress in the amount of \$919.08 (\$1148.85 x 80%).

Item # 2: Professional cleaning – couch and area rug (\$253.00) – Based on the testimony of the landlord's representatives, the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there was an overpowering odor of human urine within the couch and the rug area which would need professional care. The landlord was able to show the cost for the service and as such, I find that the tenant is responsible for the cost of professional cleaning in the amount of \$253.00.

Item # 3: Temporary door (\$1070.65) – Based on the testimony of the landlord's representatives, the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there was an incident whereby the *Police* had to intervene and as a result the main door to the unit was broken down. I asked the landlord's representative why they needed a temporary door and why not just install the permanent door at that time, and she responded that there are special doors to the entrance of each unit that are not easily accessible and had to be ordered and in the interim a door needed to be put in place to the unit. The landlord was able to show the cost to put the temporary door in place and as such, I find that the tenant is responsible for the cost of the temporary door in the amount of \$1070.65.

Item # 4: Replacement front door and bedroom door (\$4968.00) – Based on the testimony of the landlord's representatives, the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that there was an incident whereby the *Police* had to intervene and as a result the main door to the unit and the interior bedroom door was broken down. As per item # 3 above, it was determined that a temporary door was required but only until the proper door arrived. The landlord was able to show the cost to replace the permanent door to the entrance of the unit and the bedroom door and as such, I find that the tenant is responsible for the cost to replace both doors in the amount of \$4968.00.

Item # 5: Sheriff fees (\$268.74) – Sheriff fees were dealt with in a previous *Order* for vacant possession and shall not be analyzed for the purpose of this decision.

Item # 6: Patch for couch (\$28.74) – Based on the testimony of the landlord's representatives, the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that the damage exists, that the tenant was negligent in causing the damage and the landlord was able to show the value to repair the couch. For those reasons, I find that the tenant is responsible for the cost to repair the couch in the amount of \$28.74.

Item # 7: Cleaning (\$575.00) – Based on the testimony of the landlord's representatives, the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the unit needed a deep clean and it is not unreasonable to expect it would take 20 hours. I accept that the landlord pays his cleaning staff an hourly wage of \$25.00 and as such, I find that the tenant is responsible for the cost of cleaning in the amount of \$575.00.

Item # 8: Application filing fee (\$20.00) - The landlord paid an application fee of \$20.00 to *Residential Tenancies* and they submitted a copy of the receipt to support the claim. In accordance with Section 12-1 of the *Residential Tenancies Policy*, filing fees can be claimable costs and as the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses in the amount of \$20.00.

Decision

16. The landlord's claim for *compensation for damages* succeeds in the amount of \$7834.47

Issue # 3: Security deposit applied against monies owed \$1875.00

Analysis

17. 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).*

18. The landlord's claim for losses has been successful as per paragraphs 11 and 16 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 2024-2025 is 1%.

Decision

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

Summary of Decision

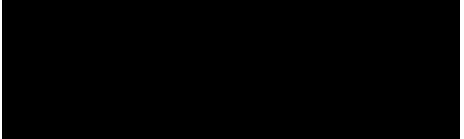
20. The tenant shall pay the landlord \$8082.29 as follows:

Rent paid	\$2136.98
Compensation for damages	7834.47
Less: security deposit & interest.....	1888.55

Total \$8082.90

June 18, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office