

Residential Tenancies Tribunal

Application 2025-0357-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-May-2025 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via 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. The landlord submitted an affidavit (LL#1 and LL#2) with their application stating that they had served the tenants with notice of the hearing electronically on 27-May-2025 at 5:45 pm. 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.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent and late fees succeed?
6. Should the landlord's claim for damages succeed?
7. Should the landlord's claim for compensation for inconvenience succeed?
8. What is the proper disposition of the security deposit?

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* (the *Act*).

Issue 1: Unpaid Rent and Late Fees

10. The landlord seeks unpaid rent in the amount of \$2500.00, representing the full monthly rent of \$1800.00/month for the month of February 2025 as well as an outstanding balance of \$700.00 from the previous months. A rental ledger was provided in support of this (LL#3). The landlord testified that the tenant did not provide a proper termination notice and vacated without telling her on or about 20-February-2025.
11. I accept the landlord's uncontradicted testimony. The landlord's claim for unpaid rent succeeds in the amount of \$2500.00.
12. The landlord also seeks \$75.00 in late fees. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late fees at \$5.00 for the first day and \$2.00 for each day thereafter, to a maximum of \$75.00. As more than 35 days have passed with rent outstanding, the maximum late payment fee applies.
13. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 2: Compensation for Damages

14. The landlord claims for damages in the amount of \$924.74.
15. In accordance with the Residential Tenancies Program Policy and Procedure Guide Policy 09-003, a landlord making a claim for damages must provide sufficient evidence to establish the extent of any damages, that the damage was caused by a wilful or negligent act of the tenants or a person they allowed on the premises, and the cost of replacement or repair.
16. The landlord provided pictures of the premises as LL#4. LL#4 pictures 1 and 2 shows the premises before the tenancy, and LL#4 pictures 3-20 show the premises after the tenancy. The photos show significant damage to various walls, transition strips, baseboards, and doorframes. The landlord claims \$512.99 for materials and \$375.00 in labour to repair these damages. Receipts were provided for the materials (LL#4 pictures 22-25) totaling \$513.37.
17. The landlord also claims for the labour of these repairs in the amount of \$375.00, representing 15 hours labour at a rate of \$375.00. I accept the landlord's testimony that these repairs took 15 hours. This tribunal awards self-labour at the rate of minimum wage+\$8/hour. At the time the labour took place, minimum wage was \$15.60, for a rate of \$23.60/hour. Calculated for 15 hours, this results in a total of \$354.00 in labour costs.
18. The landlord also claimed \$36.75 in materials for the restoration of damaged grass. However, this receipt was not included and this cost is therefore not awarded.

19. The landlord's claim for damages succeeds in the amount of \$867.37.

Issue 3: Compensation for Inconvenience

20. The landlord seeks \$210.00 in compensation for damages, representing \$70.00 in fuel for transportation to Home Depot and \$140.00 in fuel for transportation to the ██████████ Waste Disposal Facility. This may also be framed as compensation for damages. The landlord testified that this was necessary to repair the damages and remove garbage the tenants left on the premises. The garbage can be seen throughout the photos the landlord provided.

21. Receipts were provided for gas in the amounts of 69.01 (LL#4 picture 26) and \$137.60 (LL#4 picture 27).

22. The landlord's claim for compensation for inconvenience succeeds in the amount of \$206.61.

Issue 4: Security Deposit

23. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In the present case, the security deposit was \$900.00 received on or about 16-June-2024.

24. S. 16(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, this yields a total interest of \$8.54.

Decision

25. The landlord's claim for unpaid rent succeeds in the amount of \$2500.00.

26. The landlord's claim for late fees succeeds in the amount of \$75.00.

27. The landlord's claim for damages succeeds in the amount of \$867.37

28. The landlord's claim for inconvenience succeeds in the amount of \$206.61.

29. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In the present case, they seek only the \$20.00 application fee, which is granted.

30. The landlord may apply the security deposit and interest, valued at \$908.54, against the sum owed.

Summary of Decision

31. The tenants shall pay to the landlord \$2743.83 as follows:

Unpaid Rent.....	\$2500.00
Late Fees.....	\$75.00
Damages.....	\$867.37
Inconvenience.....	\$210.00
Less Security Deposit.....	-(\$908.54)
Total.....	\$2743.83

05-August-2025

Date

[Redacted]
Seren Cahill
Residential Tenancies Office