

Residential Tenancies Tribunal

Application 2025-0389-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 4-June-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 during the hearing and I was unable to reach them at the beginning 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 two affidavits with their application stating that they had served the tenants with the notice of the hearing electronically via emails on 13-May-2025 (LL#1,2). The landlord submitted proof of sent emails and testified that these email addresses were provided by the tenants in the rental agreement and were previously used for communication with the tenants. 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 month-to-month rental agreement which commenced on 30-July-2023. Rent was \$900.00 per month due on the last day of each month. The tenants moved out on 31-March-2025. A security deposit was not collected.
7. The landlord amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:

- Validity of termination notice;
- Rent \$900.00;
- Utilities \$197.65;
- Compensation paid for damages \$1969.24;
- 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 9-3: Compensations for Damages to Rental Premises, Section 12-1: Costs, and following section of the *Residential Tenancies Act, 2018*, Section 34: Requirements for notices.

Issue # 1: Validity of termination notice

Landlord's Position

11. The landlord testified that the tenants notified him via email on 5-March-2025 of their intention to vacate the residential premises on 31-March-2025. He stated that the notice did not provide the required 30 days' notice and therefore was not a valid termination notice. The landlord submitted a copy of the email as evidence (LL#3).

Analysis

12. Section 34 of the *Residential Tenancies Act* states:

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;*
- (b) contain the name and address of the recipient;*
- (c) identify the residential premises for which the notice is given; and*
- (d) state the section of this Act under which the notice is given.*

13. I accept the landlord's testimony, as the tenants were not present or represented during the hearing to provide their testimony.

14. Upon reviewing the notice, I find that termination notice given on 5-March does not comply with the requirements outlined in Section 34 of the *Residential Tenancies Act*. Specifically, the notice is not signed and does not indicate the section of the *Act* under which it was issued and does not comply with the timeframe requirements of 30 days for a Standard termination notice.

15. As such, I find that the termination notice given by the tenants on 5-March-2025 is not a valid termination notice.

Decision

16. Termination notice issued by the tenants on 5-March is not a valid termination notice.

Issue #2: Rent paid \$900.00

Landlord's Position

17. The landlord is seeking rent of \$900.00 for the month of April, asserting that the tenants did not provide a valid termination notice.

Analysis

18. I asked the landlord when the rental unit was re-rented, and he testified that the unit is in talks, however, has not yet been re-rented, as it was unavailable for rent due to ongoing renovations that were necessary to conduct after the tenants vacated the unit. Given that it was already determined in paragraph 16 of this decision that the tenant's termination notice is not a valid termination notice and that the unit was not re-rented during the month of April, I find that the tenants are responsible for the rent of the month of April.

Decision

19. The landlord's claim for rent succeeds in the amount of \$900.00.

Issue # 3: Utilities \$197.65.

Landlord's Position

20. The landlord is seeking utilities to be paid for the month of March. The landlord submitted NL Power bill for that period to support their claim (LL#4). The landlord stated that the tenants were responsible for the portion of 1/2 utilities bill as per their agreement. The landlord stated that he is seeking portion of 1/2 from the utility bill of \$395.27 for March. The landlord is seeking of \$197.65 to be paid for the utilities.

Analysis

21. I accept the landlord's testimony that the utility payments for March were not made by the tenants, as the tenants were not present or represented to provide their account.

22. I accept that the tenants are responsible for the portion of 1/2 utility costs as per rental agreement. The landlord submitted NL Power bill for the month in question to support their claim and demonstrating a total utility cost of \$395.27. After calculating the division of this amount by 2, I find that the landlord's request amount is reasonable, as it represents the tenant's proportional share of the utility costs. For these reasons, I find that the tenants are responsible for the outstanding utility costs in the amount of \$197.63.

Decision

23. The landlord's claim for utilities paid succeeds in the amount of \$197.63.

Issue # 4: Compensation for Damages \$1969.24.

Relevant Submission:

24. According to the landlord, the tenants left the unit in unclean condition and with belongings in each room, and they incurred expenses. For those reasons the landlord is seeking compensations as per their damage's itemized list. See copy below:

1. spill on twin sized mattress left uncleaned and turned mouldy ruining mattress \$249
2. white dresser chewed on/ urinated on by dog \$179
3. various damage to dry wall and paint \$196.54
4. professional cleaning \$90
5. area rug stained beyond cleaning \$179.99
6. entrance rug stained with cigarette burn marks beyond ability to clean \$19.99
7. doors damaged requiring repair \$20.00
8. microwave left in a filthy condition with odour beyond ability to clean \$255.68
9. mice infestation cause by tenant leaving front door open while smoking cannabis/tobacco \$409.50
10. multiple 8ft truck bed loads of garbage removed and transported to [REDACTED] dumping facility \$197.04
11. double mattress box spring broken \$172.50

total: \$1969.24

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

#1. Mattress \$249.00

26. The landlord is seeking \$249.00 for the replacement of a twin-sized mattress, claiming it was damaged during the tenancy. He testified that the mattress had visible stains, became very dirty, and developed mold due to a spill, making it unusable. The landlord stated the amount seeking is a quote from a local furniture store for the replacement cost. The landlord submitted photo of the mattress after the tenants vacated to support his claim (LL#5).

#2. Dresser \$179.00

27. The landlord is seeking \$179.00 for the replacement of a white dresser, stating that it was chewed on and urinated on by the tenant's dog. He noted that the tenants had two dogs during the tenancy. The landlord submitted photographic evidence showing the damage to the dresser (LL#6) and also provided a screenshot from Amazon (LL#7), indicating that this was the closest matching dresser he could potentially purchase.

#3. Damage to the dry wall and paint \$196.54

28. The landlord is seeking compensation for damage to the drywall and paint. He testified that cracks in the drywall were likely caused by an altercation between the tenants during which they pushed each other into the wall, as well as by furniture being pressed against the walls, which left visible marks. He stated that he purchased plaster and paint to complete the repairs (LL#8) and submitted photographic evidence to support his claim (LL#9).

#4. Cleaning \$90.00

29. The landlord is seeking \$90.00 as reimbursement for cleaning costs. He testified that the unit, particularly the kitchen—including dishes, cupboards, and surfaces—was left in an unclean condition by the tenants. The landlord stated that the cleaning was carried out by a tenant from another rental unit he owns, and that the cleaning took approximately three hours to complete. He submitted proof of payment to support this claim (LL#10).

#5. Area rug \$179.99

30. The landlord is seeking \$179.00 for the replacement of a rug that was provided for the tenants. He stated that the rug was left in an unclean condition with stains that could not be removed. The landlord submitted photographic evidence to support their claim (LL#)11 and a screenshot from Amazon (LL#12), indicating that this was the closest matching rug he could potentially purchase.

#6. Entrance rug \$19.99

31. The landlord is seeking \$19.99 for the replacement of an entrance rug, stating that it was approximately two years old and had visible burn marks, as shown in the submitted photographs (LL#13). He also provided a picture of a similar replacement rug (LL#14).

#7. Damage to the doors \$20.00

32. The landlord is seeking \$20.00 as reimbursement for materials used to repair damage to several doors in the rental unit. He testified that one of the interior doors, specifically in the master bedroom, had been chewed by the tenants' dogs, and that the main entrance door had visible cracks. The landlord believes the cracks were likely caused by the doors being repeatedly slammed during arguments between the tenants.

#8. Microwave replacement \$255.68

33. The landlord is seeking \$255.68 for the replacement of a microwave. He testified that the microwave was left in a very dirty condition and was burned. He also stated that, despite efforts, the cleaner was unable to remove the stains. The landlord submitted photographic evidence (LL#15) and a receipt for the purchase of a new microwave in support of his claim (LL#16).

#9. Mice infestation \$409.50

34. The landlord is seeking \$409.50 for the cost of extermination services. He testified that the property was inspected, and no cracks or other structural issues were found in the cement or walls. The landlord stated that the infestation was likely caused by the tenants residing in the downstairs apartment accidentally leaving doors open, which allowed mice to enter the unit. The landlord testified that he resides in the upstairs unit and that he began hearing mice in the walls and ceiling and eventually caught several of them. To address the issue, the landlord hired a professional pest control service and submitted a bill to support his claim (LL#17). He believes the tenants are responsible for the infestation and, therefore, for the associated costs.

#10. Dump rides \$197.04

35. The landlord is seeking \$197.04 for multiple trips to the dumpster to dispose of garbage and damaged items left in the unit at the end of the tenancy. He testified that he made three trips himself, and that each round trip took approximately 40 minutes. The amount claimed is to reimburse him for gas expenses incurred during these trips. The landlord submitted a receipt to support his claim (LL#18).

#11. Box spring \$172.50

36. The landlord is seeking \$172.50 for the reimbursement of a twin-size box spring, which he stated was missing from the unit at the end of the tenancy. He testified that the box spring was present and in good condition at the beginning of the tenancy. When he asked the

tenants about it, they advised him that it had been damaged and therefore disposed of. The landlord submitted a receipt to show that he purchased a replacement (LL#19).

Analysis

37. 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. Mattress \$249.00

38. The landlord is seeking \$249.00 for the replacement of a twin-sized mattress, claiming it was damaged during the tenancy. He testified that the mattress had visible stains, became very dirty, and developed mold due to a spill, making it unusable. The landlord stated the amount seeking is a quote from a local furniture store for the replacement cost. The landlord submitted photo of the mattress.

39. I asked the landlord how old the mattress was, and he stated that it was already in the property when he purchased the house approximately two years ago. He estimated that the mattress was likely around two years old at that time, making it approximately four years old in total. I also asked whether the mattress had been replaced and if a receipt was available to confirm the expenses. The landlord stated that he did not purchase a new mattress but ultimately obtained a replacement from a family member.

40. Based on the photographic evidence, I find that the mattress appeared to be old and, given the timeline provided, likely beyond or nearing the end of its typical lifespan. Furthermore, since the landlord did not incur any actual cost for the replacement, I find that the tenants are not responsible for the \$249.00 amount sought by the landlord.

41. Landlord's claim for \$249.00 for replacement of the matrass does not succeed.

#2. Dresser \$179.00

42. The landlord is seeking \$179.00 for the replacement of a white dresser, stating that it was chewed on and urinated on by the tenant's dog. He noted that the tenants had two dogs during the tenancy. The landlord submitted photographic evidence showing the damage to the dresser.

43. I asked the landlord how old the dresser was, and he stated that he did not know, as it was already in the property when he purchased the house. He indicated, however, that the dresser was in good condition at the start of the tenancy.

44. While I accept that the landlord attempted to demonstrate that the dresser was damaged, however based on the photographic evidence provided, the dresser appeared to be old and dirty rather than clearly damaged. Given that the dresser appeared to be aged, the landlord was unable to confirm its age, did not purchase a replacement, and did not provide a receipt or evidence of actual expenses incurred. Therefore, I find that the tenants are not responsible for the \$179.00 being claimed by the landlord.

45. Landlord's claim of \$179.00 for replacement of the dresser does not succeed.

#3. Damage to the dry wall and paint \$196.54

46. The landlord is seeking compensation for damage to the drywall and paint. He testified that cracks in the drywall were likely caused by an altercation between the tenants during which they pushed each other into the wall, as well as by furniture being pressed against the walls, which left visible marks. He stated that he purchased plaster and paint to complete the repairs and submitted photographic evidence to support his claim.

47. During the hearing, I asked the landlord how many walls required repair. He stated that one wall was fully plastered, and three other areas required minor touch-ups. When asked about the last time the unit was painted, the landlord stated that it was freshly painted two years ago.

48. I accept the landlord's testimony that the unit was freshly painted two years ago and find that he was successful in demonstrating that the damage to the walls was caused during the tenancy. Therefore, I find that the tenants are responsible for the cost of the materials used for the repairs.

49. According to the Section 9-5 of the *Policy*, Depreciation and life expectancy of property, *where it is found that a party is responsible for the costs of replacing or repairing an object, depreciation should be considered to determine the amount the party is responsible for*. The landlord submitted receipts showing that he spent \$180.05 on plaster and paint supplies. Given that the expected lifespan of paint is approximately 10 years according to the *National Association of Home Builders* and the paint was two years old, eight years of usable life remained at the time of the damage. Therefore, the tenants are responsible for or 80% of the cost.

50. The landlord's claim for painting supplies succeeds in the amount of \$144.04.

#4. Cleaning \$90.00

51. The landlord is seeking \$90.00 as reimbursement for cleaning costs. He testified that the unit, particularly the kitchen—including dishes, cupboards, and surfaces—was left in an unclean condition by the tenants. The landlord stated that the cleaning was carried out by a tenant from another rental unit he owns, and that the cleaning took approximately three hours to complete.

52. I accept the landlord's testimony that the kitchen required cleaning upon the tenants' departure and that cleaning services were hired. In accordance with the Section 9-3 of the *Policy* as stated above, the landlord could show that the cleaning was required, and he could show the cost to clean the unit in the amount of \$90.00.

53. For these reasons, the landlord's claim for cleaning in the amount of \$90.00 is successful.

#5. Area rug \$179.99

54. The landlord is seeking \$179.99 for the replacement of a rug that was provided for the tenants. He stated that the rug was left in an unclean condition with stains that could not be removed.

55. Upon reviewing the photographic evidence submitted by the landlord, I observe that the rug appears to be older than two years. The photographs show that the rug was dirty and

covered in animal fur. However, there is no indication that the landlord attempted to clean the rug before seeking a replacement. Given the appearance of the rug and the absence of effort to clean it, and the absence of evidence establishing the rug's condition at the beginning of the tenancy, I find that the landlord failed to demonstrate that the damage was beyond normal wear and tear due to the actual age of the rug.

56. For these reasons, I find that the tenants are not responsible for the rug replacement of \$179.99.

#6. Entrance rug \$19.99

57. The landlord is seeking \$19.99 for the replacement of an entrance rug, stating that it was approximately two years old and had visible burn marks, as shown in the submitted photographs.

58. While I accept the landlord's testimony that the rug was damaged, I find it difficult to determine the exact age or original condition of the rug based on the evidence provided.

59. Although the condition of the rug appears poor, this type of wear and damage may reasonably fall within the scope of expected wear in a furnished rental, particularly for an entrance item exposed to regular use. In this context, I find that the landlord's claim for reimbursement does not meet the threshold for compensation.

60. For these reasons, the landlord's claim for the entrance rug replacement does not succeed.

#7. Damage to the doors \$20.00

61. The landlord is seeking \$20.00 as reimbursement for materials used to repair damage to several doors in the rental unit. He testified that one of the interior doors, specifically in the master bedroom, had been chewed by the tenants' dogs, and that the main entrance door had visible cracks. The landlord believes the cracks were likely caused by the doors being repeatedly slammed during arguments between the tenants.

62. According to the Section 9-3 of the *Policy* as stated above, I find that the landlord has not submitted any sufficient evidence to demonstrate that the damage to the doors exists or to substantiate the cost of repair.

63. The landlord's claim for door repair materials does not succeed.

#8. Microwave replacement \$255.68

64. The landlord is seeking \$255.68 for the replacement of a microwave. He testified that the microwave was left in a very dirty condition and was burned. He also stated that, despite efforts, the cleaner was unable to remove the stains. The landlord estimated that the microwave was approximately five years old but stated that it had been in good condition prior to the tenancy and stated that he submitted a photograph showing the condition of the microwave after the cleaning.

65. I accept the landlord's testimony that the microwave was left unclean. However, the photographic evidence submitted does not show visible signs of burning or damage beyond general uncleanliness. The microwave was not shown in a cleaned state to confirm whether any permanent staining or burn marks remained. Furthermore, the landlord could not confirm the exact age of the microwave. According to the Section 9-3 of the *Policy* as stated above and given the absence of clear photographic evidence showing the damage, and

considering the apparent age of the appliance, I find that the tenants are not responsible for the cost of replacement.

66. For these reasons, the landlord's claim for \$255.68 for the replacement of the microwave does not succeed.

#9. Mice infestation \$409.50

67. The landlord is seeking \$409.50 for the cost of extermination services. He testified that the property was inspected, and no cracks or other structural issues were found in the cement or walls. The landlord stated that the infestation was likely caused by the tenants residing in the downstairs apartment accidentally leaving doors open, which allowed mice to enter the unit. The landlord testified that he resides in the upstairs unit and that he began hearing mice in the walls and ceiling and eventually caught several of them. To address the issue, the landlord hired a professional pest control service. He believes the tenants are responsible for the infestation and, therefore, for the associated costs.

68. I accept the landlord's testimony that the infestation resulted from the tenant's failure to keep the property secured, and that this action directly contributed to the entry of mice into the unit. I also accept the submitted documentation as proof that the extermination service was performed and that the amount claimed was paid.

69. For these reasons, I find that the tenants are responsible for the cost of \$409.50 for the exterminator service.

#10. Dump rides \$197.04

70. The landlord is seeking \$197.04 for multiple trips to the dumpster to dispose of garbage and damaged items left by the tenants in the unit at the end of the tenancy. He testified that he made three trips himself, and that each round trip took approximately 40 minutes. The landlord stated that various items, including multiple beds, damaged tenant's and landlord's furniture, a couch, mattresses, a microwave, a dresser, and rugs, were left in the unit and required removal. He explained that he disposed of these items himself.

71. I accept that the tenants were responsible for removing their belongings after vacating the premises. I accept the landlord's testimony that the items left behind required removal and that he conducted three separate trips to the dumpster, 40-minute round trip each. I find it reasonable to conclude that a 40-minute round-trip in a truck consumes approximately 10 liters of fuel. Therefore, I find that the landlord used approximately 30 liters of fuel for three trips. The landlord submitted a receipt showing the purchase of 116 liters of fuel at rate of \$1.69 per liter. I find it appropriate to calculate compensation for 30 liters of fuel used for removal of tenant's belongings.

72. For these reasons, I find that the tenants are responsible for the cost of \$50.70 for the disposal of items left behind.

#11. Box spring \$172.50

73. The landlord is seeking \$172.50 for the reimbursement of a twin-size box spring, which he stated was missing from the unit at the end of the tenancy. He testified that the box spring was present and in good condition at the beginning of the tenancy. When he asked the tenants about it, they advised him that it had been damaged and therefore disposed of.

74. I accept the landlord's testimony that the box spring was part of the furnished unit and was removed during the tenancy without being replaced. However, the landlord was unable to confirm the age of the box spring or provide supporting documentation regarding its original value or condition. Considering depreciation and the inability to establish the box spring's age or precise condition, I find that the landlord is entitled to a nominal reimbursement. For these reasons, I award the landlord \$50 for the missing box spring.

75. The landlord's claim for box spring succeeds in the amount of \$50.00.

Decision

76. The landlord's claim for compensations for damages succeeds in the amount of \$744.24.

Issue #4: Hearing expenses \$20.00.

Relevant Submission

77. 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#20).

Analysis

78. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the landlord's claim was successful as per paragraphs 19, 23 and 76, the landlord will be awarded with \$20.00 filing fee.

Decision

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

Summary of Decision

80. The termination notice is not a valid termination notice.

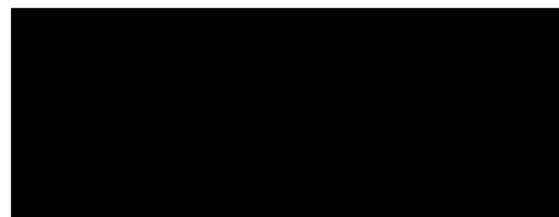
81. The tenants shall pay the landlord \$1861.87 as follows:

Rent.....	\$900.00
Utilities	\$197.63
Compensation for damages	\$744.24
Hearing expenses	\$20.00

Total \$1861.87

June 11, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office