

Residential Tenancies Tribunal

Application 2025-0419-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:00 p.m. on 12-June-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The landlord was not present or represented at the hearing and I was able to reach someone by telephone at the start of the hearing, who stated that the landlord was not available to participate. 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 she has been properly served. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email to: [REDACTED] on 26-May-2025 (TT#1). The tenant submitted proof of email address and proof that the email was sent (TT#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in her absence.
5. There was a fixed term rental agreement that commenced on 4-November-2022 which converted to a month-to-month tenancy in 2023. The tenant vacated the unit on 30-April-2025. Rent was \$1100.00 per month, due on the first day of each month. A security deposit of \$825.00 was paid on 4-November-2022 and is in the landlord’s possession.
6. The application was amended to decrease *refund of security deposit* from \$825.00 to \$412.50 as there was another tenant who shared the cost of the security deposit who vacated the unit less than a year ago. Also, the tenant is seeking hearing expenses.

Issues before the Tribunal

7. The tenant is seeking:
- Compensation paid for inconvenience \$100.00
 - Possessions returned valued at \$325.00
 - Security deposit refunded \$412.50
 - Hearing expenses \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-5: Depreciation and life expectancy of property and Section 12-1; Recovery of costs.

Issue # 1: Compensation paid for Inconvenience \$100.00

Tenant's Position

9. The tenant testified that she was inconvenienced during the tenancy due to an incident with the roof of the unit which occurred in August 2024 whereby the ceiling in her bedroom caved in, causing her to temporarily move to the living room to sleep for a 1-week period. The tenant is seeking \$100.00 in compensation for her inconvenience as she was without the use of her bedroom for that period.

Analysis

10. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

11. In accordance with Section 47 of the *Act* as stated above, an *Order* can be made against a landlord for inconveniences allowing tenants to seek compensation when dealing with tenancy issues. I accept the tenant's testimony that her rent included the use of the bedroom and that she was without that privilege for 7 days due to no fault of her own. I asked the tenant how she arrived at the amount of \$100.00 and she was unable to say. As rent was \$1100.00 per month which equates to \$36.16 per day and a bedroom would most likely make up $\frac{1}{4}$ of the rental space, I find that the \$100.00 sought by the tenant is more than reasonable for her inconvenience over the 7-day period. I find that the landlord is responsible to reimburse the tenant for a portion of the rent paid for the use of a space as per the rental agreement that was not available to her in the amount of \$100.00.

Decision

12. The tenant's claim for *compensation paid for inconvenience* succeeds in the amount of \$100.00.

Issue # 2: Possessions returned valued at \$325.00

Relevant Submission

13. The tenant testified that the landlord disposed of her personal belongings valued at approximately \$325.00 and she submitted a list of the missing possessions to support the claim (TT#3). See list of possessions below:

List of Missing Possessions 2025-0419-NL		
Item missing	Value	Total
Blow-up Twin Bed	\$90.00	\$90.00
Ottoman	\$30.00	\$120.00
Wooden Christmas Tree	\$50.00	\$170.00
Bag of Clothing	\$25.00	\$195.00
Purse	\$40.00	\$235.00
Litter Boxes	\$40.00	\$275.00
Groceries	\$50.00	\$325.00

Tenant's Position

14. The tenant testified that she vacated the unit in the early morning of 30-April-2025 to take a flight to [REDACTED] and she stated that she was unable to take all her personal belongings with her on the plane and that she had made arrangements to have her friend enter the unit that day to retrieve her belongings and clean the unit. The tenant testified that she had made the landlord aware of those plans as rent was paid in full until the end of the day. The tenant stated that she felt comfortable leaving her personal belongings there to be picked up by her friend before the tenancy ended and she was unaware that the landlord would enter the unit and dispose of her personal belongings. The tenant testified that she was in the process of getting her bags from the plane and trying to exit the plane in [REDACTED] when she received a text message from the landlord stating that she was at the unit with a guy who would be taking all her stuff to the dump. The tenant stated that the landlord initially asked her if there was anything that she wanted to keep, and the tenant stated that although she wanted to keep all her belongings as planned, she responded out of frustration and intimidation that she just wanted the blow-up bed as it was difficult to deal with the issue in that moment. The tenant testified that the landlord responded saying: "Unfortunately, he took it all. Sadly, I think some of that stuff is usable, but it's all going to the dump". The tenant submitted a copy of the text messages to support the claim (TT#4). The tenant stated that she did not agree to have her personal belongs taken to the dump and she is seeking the value of her belongings in the amount of \$325.00.

Analysis

15. Section 32 of the *Residential Tenancies Act, 2018* states:

Abandoned Personal Property

32 (1) Where a tenant abandons or vacates a residential premises and leaves personal property on the residential premises, the landlord shall either

- a) remove the personal property and immediately place it in safe storage; or*
- b) store the personal property on the residential premises in a safe manner.*

(2) *The personal property stored under subsection (1) shall be stored for not less than 30 days unless the tenant takes possession of the personal property before the 30 days have elapsed.*

16. I accept the tenant's testimony that the landlord unlawfully disposed of her personal belongings before the end of the tenancy, and I accept that the tenant was rushed and felt frustrated on the morning of 30-April-2025 when the landlord sent her a text message stating: *"Please let me know ASAP because I didn't know he was going there right now and so he's got all the stuff in the truck ready to go to the dump"*. I accept the tenant's testimony that she felt that her belongings were gone, and she pleaded to have the landlord retrieve the blow-up bed from the truck. I do not accept that the text messages constituted an agreement by the parties allowing the landlord to dispose of the tenant's personal belongings. I find that the landlord acted outside of her rights as a landlord and disposed of the tenant's personal belongings before the tenancy ended. Also, in accordance with Section 32 of the *Act* as stated above, even if the landlord knew that the tenant had vacated the premises and was departing the province, she still had an obligation to store the tenant's personal belongings for a 30-day period. For those reasons, I find that the landlord is responsible to reimburse the tenant for the value of her personal belongings. The only question is what are the possessions valued at. Each item is analyzed as follows:

Item #1: Blow-up bed (\$90.00) – The tenant testified that there was a blow-up bed left in the unit and she is seeking \$90.00 to replace it. I asked the tenant the age of the blow-up bed and how much she paid for it, and she responded that it was purchased in August 2024 during the ceiling incident and that she paid \$115.00 for it. In accordance with Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property, depreciation shall be taken into consideration when awarding monies for personal belongings. Research shows that the life expectancy of a blow-up bed is approximately 8 years and as the bed was only 8 months old, there is 92% of the bed's life cycle remaining. I find that it is more than reasonable to expect the landlord to reimburse the tenant for the value of the blow-up bed in the amount of \$90.00 as sought by the tenant.

Item # 2: Ottoman (\$30.00) – The tenant testified that there was an ottoman left in the unit and she is seeking \$30.00 to replace it. I asked the tenant the age of the ottoman and how much she paid for it, and she responded that it was 2 years old and that she could not remember what she paid for it but felt it was worth at least \$30.00. I accept the tenant's testimony that there was an ottoman left at the unit, however, the tenant failed to show the value or the condition of the ottoman and for that reason, I am unable to make an award for the ottoman. I find that the landlord is not responsible to reimburse the tenant for the value of the ottoman.

Item # 3: Wooden Christmas Tree (\$50.00) – The tenant testified that there was a wooden Christmas tree with lights attached left in the unit, and she is seeking \$50.00 to replace it. I asked the tenant the age of the tree and how much she paid for it, and she responded that it was purchased in December 2024 and that she paid \$50.00 for it. In accordance with Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property, depreciation shall be taken into consideration when awarding monies for personal belongings. Research shows that the life expectancy of a wooden Christmas tree is approximately 10 years and as the tree was 4 months old, there is 97% of the tree's life cycle remaining. I find that the landlord is responsible to reimburse the tenant for the value of the wooden Christmas tree in the amount of \$48.50 (\$50.00 x 97%).

Item # 4: Clothing (\$25.00) – The tenant testified that she left a bag of clothes in the unit, which she had made prior arrangements to have shipped to her in [REDACTED] and she is seeking \$25.00 for the value of the clothing. I asked the tenant to describe the quality and type of items in the bag and she responded that there was a combination of articles in the bag. I accept the tenant's testimony that she lost a bag of clothing, however without a clear description of the age and value of the clothing, I am unable to make an award for the

clothing. I find that the landlord is not responsible to reimburse the tenant for the value of the clothing.

Item # 5: Purse \$40.00 - The tenant testified that there was a purse left in the unit, and she is seeking \$40.00 to replace it. I asked the tenant the age of the purse and how much she paid for it, and she responded that it was a gift from a friend in October 2024 and it cost \$40.00. The life expectancy of a purse varies greatly, ranging from a few months to several decades, and research shows that an inexpensive purse can be expected to last 2 years. In accordance with Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property, depreciation shall be taken into consideration when awarding monies for personal belongings. As the purse was 6 months old, there is approximately 75% of the purse's life cycle remaining. I find that the landlord is responsible to reimburse the tenant for the value of the purse in the amount of \$30.00 (\$40.00 x 75%).

Item # 6: Litter boxes (\$40.00) – The tenant testified that she left 2 litter boxes in the unit, which she had promised to her friend, and she is seeking \$40.00 for the cost of both. I asked the tenant the age of the litter boxes and how much she paid for them, and she responded that she paid \$40.00 for 1 that is 2 months old, and she paid \$20.00 for the other that is 1 year old. In accordance with Section 9-5 of the *Residential Tenancies Policy*: Depreciation and life expectancy of property, depreciation shall be taken into consideration when awarding monies for personal belongings. Research shows that the life expectancy of inexpensive litter boxes is approximately 1 year. As one of the litter boxes has exceeded its life cycle, there shall be no reimbursement for it. As the second litter box was 4 months old, there is approximately 67% of the litter box's life cycle remaining. I find that the landlord is responsible to reimburse the tenant for the value of one litter box in the amount of \$26.80 (\$40.00 x 67%).

Item # 7: Groceries (\$50.00) - The tenant testified that she left a bag of groceries in the unit which she had promised to her friend, and she is seeking \$50.00 to cover the cost of the groceries. I asked the tenant what type of foods were left in the unit and she responded can foods and condiments but no frozen foods. As foods vary in price and without a clear response as to what was left behind and whether or not the condiments had been opened in the refrigerator, it is difficult to ascertain the value of the foods. With that said, I find that it is fair to award a nominal amount of \$10.00 for the value of the food left in the unit.

Decision

17. The tenant's claim for possessions returned succeeds in the amount of \$205.30.

Issue # 3: Security Deposit Refunded \$412.50

Tenant's Position

18. The tenant testified that she and another roommate paid the security deposit equally in the amount of \$412.50 each on 4-November-2022 and she stated that she is seeking to have her portion of the security deposit refunded to her in full.

19. 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).*

20. In accordance with Section 14 of the *Act* as stated above, the security deposit is not an asset of the landlord and as the landlord failed to apply to the director to retain the security deposit, the landlord shall refund the tenant's portion of the security deposit in full to the tenant. 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 rate is calculated as simple interest and is not compounded. The annual interest rate for 2022-2023 was 0% and is currently 1% for 2024-2025.

Decision

21. The tenant's claim to have a portion of the security deposit refunded succeeds in the amount of \$412.50.

Issue # 4: Hearing Expenses \$20.00

22. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the tenant's claim for losses has been successful, I find that the landlord shall pay the tenant's hearing expenses.

Decision

23. The tenant's claim for *hearing expenses* succeeds in the amount of \$20.00.

Summary of Decision

24. The landlord shall pay the tenant \$743.78 as follows:

Compensation paid for inconveniences	\$100.00
Possession returned	205.30
Security deposit refunded	412.50
Interest	5.98
Hearing expenses	20.00
Total	\$743.78

July 9, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office