

## **Residential Tenancies Tribunal**

Application 2025-0450-NL

Oksana Tkachuk  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:02 am on 2-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” and [REDACTED] as a supportive person attended via teleconference.

### **Preliminary Matters**

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail to [REDACTED] on 18-August-2025 (LL#1). The landlord submitted proof of service and confirmed that they used this email address for communication (LL#2). The tenant confirmed they received the notice of the hearing, however stated that it went to the junk mail folder, and they found it on 24-August. In accordance with the Residential Tenancies Act, 2018 as the landlord used the email address provided by the tenant for communication and provided a proof of sent email, I accept this to be a good service. I proceeded with the hearing.
5. There was a verbal month-to-month agreement which commenced in 2013. Rent is \$500.00 per month due on 1<sup>st</sup> of each month. The landlord and tenant agreed that rent will be paid every second month in the amount of \$1000.00. the tenant vacated the unit in April-2025. A security deposit was not collected.

### **Issues before the Tribunal**

6. The landlord is seeking:
  - Rent paid \$57000.00;
  - Compensation paid for damages \$4500.00;
  - Compensation paid for inconvenience \$1224.00;
  - Other expenses \$1805.82.

### **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 sections of the *Residential Tenancies Act, 2018*: Section 47: *Order of Director*, and following section of the *Residential Tenancies Policy*, Section 9-3: Compensation for Damages to Rental Premises.

#### **Issue # 1: Rent paid \$57000.00**

##### Landlord's Position:

9. The landlord is seeking rent in the amount of \$57000.00 for ten years. The landlord stated that the tenant has not paid rent in full during the entire tenancy, which has lasted approximately 13 years. The landlord testified that he is seeking rent arrears in the amount of \$57,000 for the last 10 years of the tenancy.
10. The landlord submitted a copy of his bank account records, covering the maximum 10-year period available (LL#3). According to these records, the landlord testified that only three payments of \$1000.00 each were received from the tenant during this period. The landlord stated that these three payments would be equivalent to only six months of rent over a span of 10 years. Based on this, the landlord maintains that the balance of \$57000.00 remains unpaid and is owed by the tenant.

##### Tenant's Position:

11. The tenant disputed the landlord's claim of owing \$57000.00 in unpaid rent. The tenant testified that while he agrees he has not paid rent since 2022, he strongly disagrees with the landlord's position that only three payments were made in the last 10 years.
12. The tenant stated that he has records of rent payments made between 2015 and 2021, which he intends to present as evidence. According to the tenant, these records will show that he made consistent rent payments during that period. The tenant emphasized that the landlord's bank statement does not reflect the actual number of payments made during those years.

#### **Analysis**

13. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
14. Given the unique circumstances of this matter, I asked the landlord whether there was a possibility that rent payments exceeded the amount he presented during the hearing. The landlord acknowledged that he did not keep his own records of rental payments but confirmed that the bank records he provided were accurate. He further stated that if the tenant believed additional payments were made, the tenant can provide proof of such payments. During the hearing, the tenant referred to multiple e-transfers, stating there were at least four to five payments made each year since 2015 until 2022. To ensure fairness, I allowed the tenant an opportunity to submit proof of these payments following the hearing. However, no further evidence was submitted by the tenant.
15. Accordingly, I accept the landlord's records as accurate. The landlord also acknowledged that he had accepted tenant labor for work performed on the shingles, which he valued at

approximately \$3000.00. He agreed to apply this amount as a credit against rent owed, equal to six months of rent. The total amount of rent the landlord is seeking is \$54000.00.

16. The total rent owed was calculated as follows: \$500 per month  $\times$  12 months  $\times$  10 years = \$60,000. After applying the \$3000.00 credit for tenant labor and \$3000.00 payment, the total amount owed is \$54000.00.

### **Decision**

17. The landlord's claim for rent succeeds in the amount of \$54000.00.

### **Issue # 2: Compensation paid for Inconvenience \$1224.00**

#### Landlord's Position:

18. The landlord testified that he is seeking compensation in the amount of \$1224.00 for inconvenience. The landlord stated that when he attempted to contact the tenant through messages, the tenant did not take his warnings seriously and did not respond. As a result, the landlord stated that he had to travel in person from Alberta to Newfoundland to deliver the termination notice and to address issues relating to cleaning and damages at the property. The landlord submitted that the amount claimed represents the cost of airfare and car rental for this trip.

#### Tenant's Position:

19. The tenant disputed the landlord's claim for compensation. He stated that he was unaware that the landlord was traveling to Newfoundland because of him specifically. The tenant testified that he understood the landlord intended to sell the property and that this was the reason for his presence. The tenant explained that he was surprised to learn about the landlord's plan to sell the house, as he described the rental unit as his family home where his whole life was situated.

### **Analysis**

20. According to the Section 47 (h) of the Act, this Tribunal does not have the authority to award compensation to a landlord for inconvenience or related travel costs. Expenses such as airfare and vehicle rental are considered part of the landlord's cost of doing business and are not recoverable under the Residential Tenancies Act.

### **Decision**

21. The landlord's claim for compensation paid for inconvenience does not succeed.

### **Issue # 3: Compensation paid for Damages \$4500.00**

#### Relevant Submissions:

22. The landlord is seeking compensation paid for damages to the unit that occurred during the tenancy as per damage list that they submitted, see copy below:

Locksmith	230.00
Paint Supplies	1204.53
" "	38.38
	89.71
	33.93
Painters for ceiling repairs /house	1820.00
Cleaning	250.00
Labor for yard cleanup	833.45

#1: Locksmith \$230.00

Landlord's Position:

23. The landlord testified that he incurred costs locksmith for the shed located on the rental property. He explained that the shed was not the part of the rental agreement – only the house, as it contained the landlord's personal belongings. The landlord stated that he was unable to access the shed because of the tenant keeping their stuff inside the shed. As a result, the landlord said he needed to hire a locksmith to regain access to the shed and secure his personal property.

Tenant's Position:

24. The tenant disputed the landlord's claim. He testified that the keys to the shed were in the house, but that the landlord had previously locked him out of the shed. The tenant stated that because of moving out process, he needed to use the shed for his own belongings as he did not want others going through his things in the house.

#2: Paint supplies \$1366.55 and Painters for ceiling repairs/ house \$1820.00

Landlord's Position:

25. The landlord is seeking reimbursement for the cost of paint and paint supplies in the amount of \$1366.55. He testified that the entire house required repainting, including the ceilings, halls, and interior walls, and that plastering was also needed before painting could be carried out after the tenant vacates. The landlord stated that the expenses claimed were incurred in order to complete this work.

26. The landlord is seeking \$1820.00 for the cost of labor - painting, plastering, and other labor performed inside the rental unit. He testified that the work required two individuals approximately three weeks to complete, though not on a full-time basis. He estimated that the total labor amounted to between 60 and 80 hours. The landlord stated that this work was necessary to restore the condition of the interior walls and ceilings.

Tenant's Position:

27. The tenant disputed the landlord's claim. He testified that the house had experienced a fire three years before he moved in, which had already affected the condition of the property. He further stated that he is not responsible for the need to repaint the house, as deterioration of paint over time is considered normal wear and tear during a tenancy of more than 13-year length. The tenant also stated that the roof had leaked during the tenancy, which may have contributed to damage on the walls and ceilings, further indicating

that repainting was required due to the age and condition of the property rather than his actions.

#3: Cleaning \$250.00

Landlord's Position:

28. The landlord testified that the unit was left in a disgusting condition and required a deep clean after the tenant vacated. He stated that he hired two separate cleaners to perform the work. According to the landlord, the cupboards, baseboards, closets, floors, kitchen, and other spaces throughout the property required significant cleaning.

Tenant's Position:

29. The tenant disputed the landlord's claim. He testified that he was in the process of moving out and did not have the opportunity to finish cleaning the entire unit. He explained that there were shadows from ferns that may have contributed to the appearance of uncleanliness. The tenant acknowledged that some cleaning had not been completed but stated that he was still in the process of doing so when he left.

#4: Labor for yard cleanup \$833.45

Landlord's Position:

30. The landlord testified that he incurred expenses for yard cleaning after the tenancy ended. He explained that he found a worker through Marketplace who assisted him in removing large amounts of garbage and debris from the yard. This included the removal of two cars, a truck, and a trailer. The landlord submitted a warning from the town of [REDACTED] about vehicles and debris to be removed from the property to support their claim (LL#4).

31. The landlord stated that the tenant had agreed to assist with the cleaning with the help of a friend, but they did not show up. As a result, the landlord arranged and paid for the work himself. The landlord maintained that, as the tenant was renting the property, he was ultimately responsible for ensuring that the yard was cleared of these items. The landlord claimed expenses in the amount of \$833.45 for the cleaning.

Tenant's Position:

32. The tenant disputed the landlord's claim. He testified that much of the debris and items in the yard did not belong to him but were accumulated over the years and included their family belongings. The tenant explained that his late father had owned a barbecue and other items in the yard that had not been cleaned up following his father's passing. He maintained that these items were part of the family's possessions rather than his own. However, the tenant did not dispute that the two cars, the truck, and the trailer left on the property were his responsibility.

## **Analysis**

33. 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; and*

- *The value to repair or replace the damaged item(s).*

#1: Locksmith \$230.00

34. The landlord testified that he incurred costs locksmith for the shed located on the rental property. He explained that the shed was not the part of the rental agreement – only the house, as it contained the landlord's personal belongings. The landlord stated that he was unable to access the shed because of the tenant keeping their stuff inside the shed. As a result, the landlord said he needed to change a locksmith to regain access to the shed and secure his personal property. The tenant disputed the landlord's claim. He testified that the keys to the shed were in the house, but that the landlord had previously locked him out of the shed. The tenant stated that because of moving out process, he needed to use the shed for his own belongings as he did not want others going through his things in the house.

35. I accept both the landlord's and the tenant's testimony that the shed was not part of the rental agreement and that it contained the landlord's personal property and that the key was kept by the tenant. I further accept that the landlord required access to the shed and that the tenant did not provide keys for it. For these reasons, the landlord reasonably acquired locksmith to secure and access his own property and therefore I find that the tenant is responsible for reimbursing these costs.

36. As the landlord did not provide the details to support their claim or receipts to show the actual expenses they occurred, therefore I conducted the research at [www.bark.com](http://www.bark.com). Based on research into standard locksmith rates, I find that the typical expenses for this type of service would be \$150.00. Therefore, I find the landlord's claim for locksmith expenses succeeds in the amount of \$150.00.

#2: Paint supplies \$1366.55 and Painters for ceiling repairs/ house \$1820.00

37. The landlord is seeking reimbursement for the cost of paint and paint supplies in the amount of \$1366.55. He testified that the entire house required repainting, including the ceilings, halls, and interior walls, and that plastering was also needed before painting could be carried out after the tenant vacates. The landlord stated that the expenses claimed were incurred in order to complete this work. The landlord is seeking \$1820.00 for the cost of labor - painting, plastering, and other labor performed inside the rental unit. He testified that the work required two individuals approximately three weeks to complete, though not on a full-time basis. He estimated that the total labor amounted to between 60 and 80 hours. The landlord stated that this work was necessary to restore the condition of the interior walls and ceilings.

38. The tenant disputed the landlord's claim. He testified that the house had experienced a fire three years before he moved in, which had already affected the condition of the property. He further stated that he is not responsible for the need to repaint the house, as deterioration of paint over time is considered normal wear and tear during a tenancy of more than 13-year length. The tenant also stated that the roof had leaked during the tenancy, which may have contributed to damage on the walls and ceilings, further indicating that repainting was required due to the age and condition of the property rather than his actions.

39. During the hearing, I asked the landlord when the unit was last painted. The landlord testified that it was prior to the tenancy, approximately 15 years ago. The tenant disputed this, stating that it was more likely painted three years before he moved in. The landlord

also stated that he had evidence to support his claim but did not submit it prior to the hearing.

40. Based on the testimony, I accept that the property was constructed in approximately 1965 and that the unit had not been painted in at least 15-16 years, and therefore I find that the paint was already at the end of their lifespan, and that repainting was reasonably required due to normal wear and tear rather than any negligent actions by the tenant. Given that the landlord did not submit photographic evidence showing the condition of the unit prior to and after the tenancy, there is insufficient evidence to establish that the repainting was required due to tenant-caused damage. According to the Policy 9-3, I find that the landlord failed to provide sufficient evidence that the damage to the walls and ceilings exists and that the tenant is responsible for the costs of the repairs and the value of the materials and the repairs.
41. Therefore, I find that the tenant is not responsible for the costs associated with labor, paint and paint supplies.

**#3; Cleaning \$250.00**

42. The landlord testified that the unit was left in a disgusting condition and required a deep clean after the tenant vacated. He stated that he hired two separate cleaners to perform the work. According to the landlord, the cupboards, baseboards, closets, floors, kitchen, and other spaces throughout the property required significant cleaning.
43. The tenant disputed the landlord's claim. He testified that he was in the process of moving out and did not have the opportunity to finish cleaning the entire unit. He explained that there were shadows from ferns that may have contributed to the appearance of uncleanliness. The tenant acknowledged that some cleaning had not been completed but stated that he was still in the process of doing so when he left.
44. Based on the testimony, I accept that the unit was left in an unclean condition at the end of the tenancy, and I find that the tenant was responsible for ensuring the unit was returned in a reasonably clean state. I asked the landlord if any evidence was submitted to support the claim for cleaning expenses. The landlord confirmed that no receipts and photographic evidence of the condition of the unit was not submitted.

45. Due to the landlord's failure to sufficient evidence to establish the extent and cost of the cleaning, I find it reasonable to award a nominal amount of \$100.00 for cleaning the floors and the kitchen.

**#4: Labor for yard cleanup \$833.45**

46. The landlord testified that he incurred expenses for yard cleaning after the tenancy ended. He explained that he found a worker through Marketplace who assisted him in removing large amounts of garbage and debris from the yard. This included the removal of two cars, a truck, and a trailer. The landlord submitted a warning from the town of [REDACTED] about vehicles and debris to be removed from the property.
47. The landlord stated that the tenant had agreed to assist with the cleaning with the help of a friend, but they did not show up. As a result, the landlord arranged and paid for the work himself. The landlord maintained that, as the tenant was renting the property, he was ultimately responsible for ensuring that the yard was cleared of these items. The landlord claimed expenses in the amount of \$833.45 for the cleaning.

48. The tenant disputed the landlord's claim. He testified that much of the debris and items in the yard did not belong to him but were accumulated over the years and included their family belongings. The tenant explained that his late father had owned a barbecue and other items in the yard that had not been cleaned up following his father's passing. He maintained that these items were part of the family's possessions rather than his own. However, the tenant did not dispute that the two cars, the truck, and the trailer left on the property were his responsibility.

49. I accept both the landlord's and the tenant's testimony that the garbage and large items, including two cars, a truck, and a trailer, were left outside on the property at the end of the tenancy. As the tenant did not dispute responsibility for these vehicles and items, I find that he is responsible for their removal. While the tenant testified that some of the other belongings in the yard were family related, I accept that as the tenant renting the property, he had responsibility to ensure that the yard was cleared of personal or family items at the end of the tenancy. Although the landlord did not provide a receipt to confirm the exact cost of removal, I accept his testimony regarding the amount spent, I find that the claim of \$833.45 to be reasonable.

50. Accordingly, I find the tenant responsible for the yard cleaning costs in the amount of \$833.45.

### **Decision**

51. The landlord's claim for compensation paid for damages succeeds in the amount of \$1083.45.

### **Issue # 4: Other expenses \$1805.82.**

#### Landlord's Position:

52. The landlord is seeking \$1805.82 for the cost of garbage bin rentals. The landlord stated that there were various items left inside and outside the unit, including a couch, cabinets, papers, wood, hockey equipment, steel, and that carpets belonging to the tenant also needed to be removed as other garbage to the dump. He explained that he hired two contractors to remove these items and submitted a receipt to support their claim (LL#5).

53. The landlord testified that he used a total of five garbage bins: three bins were used for the removal of garbage he considered to belong to the tenant and two additional bins were used for the removal of other garbage that the landlord considered to be family-related items stored in the basement. The landlord clarified that he is not seeking reimbursement for the cost of those two bins.

54. Accordingly, the landlord seeks \$1805.82 for the cost of the three bins he attributes to the tenant's belongings and garbage left in the unit after vacating.

#### Tenant's Position:

55. The tenant disputed the landlord's claim. He testified that the house was the home where he grew up, describing it as being filled with family memories. He stated that the basement was filled with items belonging to all family members, not just himself. The tenant testified that it was not solely his responsibility for the belongings left inside and around the

house. He also stated that he was not given an opportunity to remove the belongings before the landlord hired a contractor and arranged for garbage bin removal.

## **Analysis**

56. I accept both the tenant's and the landlord's testimony that items belonging to the tenant were left in the rental unit inside and outside the unit after the tenancy had ended. I also accept that it was the tenant's responsibility to leave the residential premises in a clean and tidy condition, free of garbage and personal belongings and to remove their belongings at the end of the tenancy. Therefore, I find that the tenant is responsible for these expenses.
57. I accept the landlord's testimony that he informed the tenant about the need to remove the items and provided time to do so. I further accept the landlord's statement that he is not seeking reimbursement for the disposal of family-related belongings that remained in the basement but is seeking recovery of costs related to the removal of the tenant's other items.
58. After reviewing the evidence, I find that the landlord has submitted a receipt in the amount of \$1016.45 for three bins, removal, and dump fees. Therefore, I find that the landlord is entitled to be awarded this amount.

## **Decision**

59. The landlord's claim for other expenses succeeds in the amount of \$1016.45.

## **Summary of Decision**

60. The tenant shall pay the landlord \$56099.90 as follows:

Rent.....	\$54000.00
Compensation paid for damages ..	\$1083.45
Other expenses .....	\$1016.45
 Total .....	 \$56099.90

September 10, 2025

Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office