

Residential Tenancies Tribunal

Application 2025-0451-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 7-August-2025 at 9:16 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via 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 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 landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 13-June-2025 at 3:32 pm. Proof of service (LL#5) was also provided. 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 their absence.

Issues before the Tribunal

5. Should the landlord's claim for damages succeed?
6. Should the landlord's claim for unpaid rent succeed?

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* (the *Act*).

Issue 1: Damages

8. The landlord initially claimed \$6619.77 in damages. Revised costs were later provided. I accept the evidence of the revised costs. However, the landlord's potential recovery is capped at the \$6619.77 figure with which the respondent was served.
9. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
10. First, the landlord claims \$715.48 for the replacement of a damaged rear exterior door. This includes \$655.49 for materials and 2 hours of labour. The door can be seen in LL#3-32, and it has visibly been damaged beyond repair. Proof of the cost of material was provided (LL#4-1). Self-labour is compensable at a rate of minimum wage +\$8.00/hour, or \$24.00/hour. This portion of the landlord's claim succeeds in the amount of \$703.49.
11. Second, the landlord claims \$146.57 for the cost of two deadbolt locks. No documentary evidence of the damaged locks was provided. This portion of the landlord's claim fails.
12. Third, the landlord claims \$632.50 for the cost of repairing the damaged patio deck, representing \$485.21 in materials and 5 hours in labour. The damaged deck can be seen in LL#3-1. Evidence was provided showing that the cost of materials adds up to \$463.54 (LL#4-3 to LL#4-5). This portion of the landlord's claim succeeds in the amount of \$583.54.
13. Fourth, the landlord claims \$1610.00 for the replacement of a tree which the landlord says the tenant cut down. No documentary evidence was provided showing the destroyed tree. This portion of the landlord's claim fails.
14. Fifth, the landlord claims \$1104.36 of a damaged shed (this figure is a result of a flaw in the landlord's math, where they accidentally omitted HST). This represents \$1063.01 in materials and 6 hours in labour. The shed can be seen in LL#3-30 to LL#3-34. The cost of materials is shown to be \$1063.01 in LL#4-7, LL#4-1, and LL#4-9. This portion of the landlord's claim succeeds in the amount of \$1207.01.
15. Sixth, the landlord claims \$2476.05 for the repair of damage to the walls and trim inside the main residence. This represents \$1336.06 in materials and 38 hours of labour. The damaged walls can be seen throughout LL#3-3 to LL#3-17. No breakdown of the materials cost was provided so I am unable to evaluate the cost of materials required. However, 38 hours of labour is justified by the extensive damages. This portion of the landlord's claim succeeds in the amount of \$912.00.
16. Seventh, the landlord claims \$4405.93 for the cost of garbage removal. This represents \$631.25 in the cost of a dumpster rental and \$3680.00 in labour. A quote was provided

showing the cost of the dumpster rental (LL#4-16) and the cost of the labour hired (LL#4-17). This portion of the landlord's claim succeeds in the amount of \$4311.25.

17. As noted above, the landlord's ability to claim damages is capped at the number they used when they served notice of the claim on the tenant. That amount has been exceeded.
18. The landlord's claim for damages succeeds in the amount of \$6619.77

Issue 2: Rent and Late Fees

19. The landlord claims for \$2725.00 in unpaid rent. This includes \$450.00 owing from April 2025 and the full monthly rent of \$1100/month for the months of May and June 2025. The landlord testified that to the best of his knowledge, the tenant vacated on or about 2-June-2025. Given the extensive damages demonstrated, I accept that landlord could not have found a new tenant before the end of June.
20. I accept the landlord's uncontradicted testimony.
21. The landlord's claim for unpaid rent succeeds in the amount of \$2725.00.

Decision

22. The landlord's claim for damages succeeds in the amount of \$6619.77.
23. The landlord's claim for unpaid rent and late fees succeeds in the amount of \$2725.00.
24. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In the present case, the landlord seeks only the \$20.00 application fee, which is granted.
25. The tenancy has ended and the security deposit must be disposed of. The security deposit was \$450.00 and was received sometime in 2019/2020. S. 14(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 an interest rate of 0% for the years 2019-2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the total interest is \$7.21.

Summary of Decision

26. The tenant shall pay to the landlord \$8907.56 as follows:

Damages.....	\$6619.77
Unpaid Rent.....	\$2725.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(\$457.21)
Total.....	\$8907.56

22-September-2025

Date



Seren Cahill
Residential Tenancies Office