

Residential Tenancies Tribunal

Application 2025-0471-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 3-July-2025.
2. The applicant, [REDACTED], represented by [REDACTED] and [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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing via email to : [REDACTED] and [REDACTED] on 11-June-2025 (LL#1). The landlord submitted proof of sent email and testified that they have used these email addresses for communication since the beginning of the tenancy. In accordance with the *Residential Tenancies Act, 2018* this is good service. 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.
6. There is a written month-to-month rental agreement which commenced on 22-December-2022. Rent is \$630.00 per month, due on the first of each month. A security deposit of \$300.00 was collected on 6-January-2023 and is still in the landlord’s possession.

Issues before the Tribunal

7. The landlord is seeking:
 - Vacant possession of the residential premises;
 - Compensation paid for damages \$1789.69;
 - Other expenses \$20.00;

- Security deposit to be applied against any monies owed \$300.00.

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*.
9. 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 the following sections of the *Residential Tenancies Act, 2018*, Section 10: Statutory conditions, Section 14: Security Deposit, Section 22: Notice where tenant's obligation not met.

Issue # 1: Vacant Possession of the Rental Premises

Relevant Submissions

10. The landlord submitted a copy of the termination notice that was given on a *Landlord's Notice to Terminate Early – Cause* form (LL#2). The notice was issued to the tenant on 6-May-2025 under Section 22; Notice where tenant's obligation not met. The termination date was listed as 12-May-2025.

Landlord's Position

11. The landlord's representative testified that on 27-March-2025 they visited the rental unit and found it to be in very poor condition. During this visit, they took photographs to document the state of the unit (LL#3). A repair request was submitted to the tenant following this visit, and a copy of this *Landlord's Request for Repairs* was provided to support their claim (LL#4). The landlords were requesting the ceiling and all holes in the walls to be repaired, kitchen drawers to be replaced as they were missing, lights to be fixed and mold in the bathroom to be cleaned. The landlord's representative stated that the repair request was delivered to the tenant in person and that they verbally agreed that the repairs should be completed in two weeks as per their email exchange. The landlord's representative stated that in April they received an email from the tenant with photographs showing that she completed wall repairs. However, the landlords were not satisfied with the work where the tenant used cardboard for the wall repairs and submitted photographs to support their claim (LL#5). According to the landlord, the tenant responded that she would finish the repairs in the right way. The landlord's representative stated that they informed the tenant that they will enter the unit on 6-May to provide the inspection and on that day, they found that repairs were not finished as per their request and that the unit overall was in a poor condition. They testified that on the same day, they issued a termination notice and served the tenant personally.

12. The landlord is seeking an order of eviction.

Analysis

13. The relevant subsections of Section 22 of the *Residential Tenancies Act, 2018* state:

Notice where tenant's obligation not met

22. (1) *Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.*

(2) *Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specific date not less than 5 days after the notice has been served.*

14. Also relevant is subsection 2 of Section 10 of the *Residential Tenancies Act, 2018* that state:

Statutory Conditions

10. (2) *Obligation of the tenant -The tenant shall keep the residential premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or a person whom the tenant permits on the residential premises.*

15. I accept the landlord's representative's testimony as the tenant was not present or represented during the hearing to provide their own testimony.

16. Regarding Section 22 of the Act, I accept that the landlords identified damages within the rental unit and issued a written request for repairs on 27-March. Based on the submitted email correspondence, I accept that the tenant was notified that the repairs were to be completed within two weeks, which I find to be a reasonable timeframe.

17. I further accept that the landlords returned to the unit on 6-May to inspect whether the repairs had been completed. According to their testimony, no repairs had been carried out, and as a result, a termination notice was issued on that same date. Upon reviewing the termination notice issued on 6-May, I accept the landlord's representative's testimony that the termination notice was served personally on 6-May. I find that the landlords provided the tenant with not less than 5 days to vacate the unit after the notice has been served, and therefore the termination notice meets the requirements of the *Act* and is a valid notice.

18. I find that the tenant should have vacated the premises by 12-May-2025.

Decision

19. The landlord's claim for vacant possession of the rented premises succeeds.

Issue #2: Compensation for Damages \$1789.69.

Relevant Submissions

20. The landlords are seeking compensations paid for damages to the unit that occurred during the tenancy as per damage lager that they submitted, see copy below:

MATERIALS	PRICE	FLAT RATE CHARGES (Includes HST)	PRICE
1/2" Drywall Panels 4x8 (6 Quantity)	\$137.04	Rebuild missing cabinet drawers	\$150.00
Interior 32" slab doors (x 2)	\$369.00	Reinstall Stove Vent and check for operation	\$80.00
Interior door casing trim 7"	\$5.98		
Interior door casing trim 7"	\$5.98		
Drywall Compound 17L	\$39.98		
Interior Primer 3.78L	\$28.39		
TOTAL	\$586.37	TOTAL	\$230.00

LABOUR DETAILS		
Labour to cut out, replace, plaster and prime damaged areas, install doors and hardware, etc... Repair exterior door box and deadbolt. Repair missing tub surround tiles. 2 MR2's at burden rate below for 12 hour each, includes travel time to and from site/disposal.		
NUMBER OF HOURS	RATE	SUB TOTAL
24	\$36.89	\$885.36

MATERIALS	\$586.37
HST (MATERIALS)	\$87.96
LABOUR	\$885.36
FLAT RATE	\$230.00
GRAND TOTAL	\$1,789.69

#1: Materials \$586.37 and \$87.96 HST

21. The landlord is seeking compensation for damage to the walls and doors. They stated that there are multiple holes in the walls: three walls in the living room, two in bedroom and one in bathroom walls are damaged. The landlord submitted photographs to support their claim (LL#3) and stated that to repair walls they will need at least six drywall sheets at approximately \$30.00 each. They are also seeking reimbursement for drywall compound and interior primer needed for the repairs totaling \$68.37.

22. In addition, the landlord submitted photographs for two damaged doors (bedroom and living room), which they state appear to have been kicked in and must be replaced. According to the landlord's representative, the main exterior door also has a cracked trim and no longer aligns with the frame. The landlord's representatives stated that the door can be repaired, however the trim must be replaced. The landlords hold the tenant to be responsible for these damages.

#2: Flat rate charge \$230.00

23. The landlords are also seeking compensation for missing kitchen cabinet drawers and cost of the reinstallation of a kitchen vent. The landlord's representative stated that three kitchen drawer cabinets are missing and submitted photograph to support their claim. The landlord is seeking compensation for rebuilding kitchen cabinets of \$150.00. The landlord's representative also stated that the kitchen vent was not properly installed and remained in the box and therefore needs to be reinstalled. The landlord is seeking \$80.00 for reinstallation of the vent.

#3: Labour \$885.36

24. The landlords are seeking \$885.36 in labour costs to cover 24 hours of work at a rate of \$36.89 per hour. This work includes cutting out, replacing, plastering, and priming

damaged drywall, as well as installing doors and hardware, and will be conducted by the landlord's staff.

Analysis

25. 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).*

26. I accept both the landlord's testimony as the tenant was not present or represented during the hearing to provide their testimony.

#1: Materials \$586.37 and \$87.96 HST

27. The landlord is seeking compensation for damage to the walls and doors. They stated that there are multiple holes in the walls: three walls in the living room, two in bedroom and one in bathroom walls are damaged. The landlord stated that to repair walls they will need at least six drywall sheets at approximately \$30.00 each. They are also seeking reimbursement for drywall compound and interior primer needed for the repairs totaling \$68.37.

28. In addition, the landlord submitted photographs for two damaged doors (bedroom and living room), which they state appear to have been kicked in and must be replaced. According to the landlord's representative, the main exterior door also has a cracked trim and no longer aligns with the frame. The landlord's representatives stated that the door can be repaired, however the trim must be replaced. The landlords hold the tenant to be responsible for these damages.

29. Based on the landlord's testimony and the photographic evidence submitted, I accept that it is evident that the damage to the drywall occurred during the tenancy. The landlord has shown that multiple areas of the unit were affected, and I accept their testimony that the tenant is responsible for this damage.

30. I accept that the drywall sheets, drywall compound and interior primer were necessary materials to complete the repairs. Upon research conducted (www.kent.ca), I accept that the costs for drywall sheets, drywall compound and interior primer, as claimed by the landlord, are reasonable. Therefore, the tenant will be held responsible for the cost of the six drywall sheets, drywall compound and interior primer as required for the repairs.

31. With respect to the doors and trims, the landlord testified that they took possession of the unit in 1993 but was unable to provide any information regarding the age or replacement history of the doors. Based on the photographic evidence, I find that the doors appear to be older and likely past their expected lifespan. These items would reasonably require replacement due to age and normal wear and tear. As such, I find that the tenant cannot be held responsible for the replacement of the doors or trims.

32. Accordingly, the landlord will be awarded compensation for the drywall repairs totaling \$236.22 including HST.

#2: Flat rate charge \$230.00

33. The landlords are also seeking compensation for missing kitchen cabinet drawers and cost of the reinstallation of a kitchen vent. The landlord's representative stated that three kitchen drawer cabinets are missing and submitted photograph to support their claim. The landlord is seeking compensation for rebuilding kitchen cabinets of \$150.00. The landlord's representative also stated that the kitchen vent was not properly installed and remained in the box and therefore needs to be reinstalled. The landlord is seeking \$80.00 for reinstallation of the vent.
34. When I asked about the age of the kitchen, the landlords stated that it was "old but in good condition" at the beginning of the tenancy, and they could not confirm how old it actually was. Based on the photographic evidence submitted, I find that the kitchen appears to be very old and likely nearing the end of its lifespan.
35. As the landlords were unable to provide sufficient information regarding the age of the kitchen, however, given that the landlords did show that the drawers were missing, I find it fair to award a nominal amount of \$50.00.
36. With respect to the kitchen vent, I accept that it was not properly installed, as shown in the photographic evidence, and that it needs to be reinstalled. Upon research conducted (www.homeguide.com), I accept that the amount of \$80.00 claimed for this work is reasonable.
37. Therefore, the landlord will be awarded compensation of \$130.00 for a flat rate charge.

#3: Labor \$885.36

38. The landlords are seeking \$885.36 in labour costs to cover 24 hours of work at a rate of \$36.89 per hour. This work includes cutting out, replacing, plastering, and priming damaged drywall, as well as installing doors and hardware, and will be conducted by the landlord's staff.
39. As it has been already determined in paragraph 22 of this decision, that the tenant is responsible for the cost of the repair to the walls, I find it reasonable to award compensation for labour related specifically to those repairs. I find that 20 hours at the rate of \$36.89 per hour, totaling \$737.80, is sufficient to reimburse the landlords for the labour involved in completing the drywall repairs.

Decision

40. The landlord's claim for compensations for damages succeeds in the amount of \$1104.02.

Issue #3: Other expenses \$20.00.

Relevant Submission

41. 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#6).

Analysis

42. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel: Costs*, and as the landlord's claim was successful as per paragraph 39, the landlord will be awarded with \$20.00 filing fee.

Decision

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

Issue # 4: Security deposit to be applied against any monies owed \$300.00

Analysis

44. 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).

45. The landlord's claim for losses has been successful as per paragraphs 19, 40 and 43 and as such, the security deposit shall be applied against monies owed. 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 is calculated as simple interest and is not compounded. The interest in 2023 was 0%, and the annual interest in 2024-2025 is 1%.

Decision

46. Security deposit plus interest of \$304.52 shall be applied against monies owed.

Summary of Decision

47. The tenant shall pay the landlord \$819.50 as follows:

Compensation for damages	\$1104.02
Other expenses	\$20.00
Less Security Deposit & interest	\$304.52
Total	\$819.50

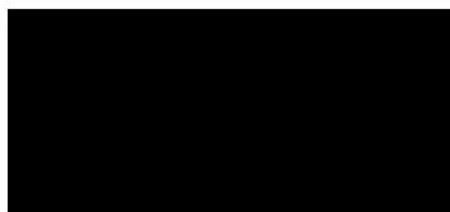
48. The tenant shall vacate the property immediately.

49. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

50. The landlord will be awarded an Order of Possession.

July 11, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office