

Residential Tenancies Tribunal

Application 2025-0512-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 31-July-2025.
2. The applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlord" attended by 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 able to reach him by telephone at the start of the hearing at which time he declined participation. 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 the 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 he has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to [REDACTED] on 18-July-2025 (LL#1). The landlord submitted proof of email address and proof of service (LL#2). 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 his absence.
5. There was a fixed term rental agreement which commenced on 1-July-2024. The tenant vacated the unit on 31-May-2025. Rent was \$1400.00 per month, due on the first day of each month. A security deposit of \$1050.00 was paid on 14-May-2024.

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$1012.00
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$1050.00

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 section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

Issue # 1: Compensation for Damages \$1012.00

Relevant Submission

9. The landlord's representative testified that there were damages / losses to the unit, and they are seeking \$1012.00 to cover the cost to repair /replace as needed. The landlord submitted a damages ledger to support the claim (LL#3). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Unexpected Cleaning (Pet Damage)	460.00
2	Yard/Lawn Restoration	322.00
3	Fixing Broken Closet Door	230.00

Landlord's Position

10. The landlord's position on each item is as follows:

Item # 1: Cleaning (\$460.00) – The landlord's representative testified that the unit needed some cleaning especially the stove and he stated that there was unexpected cleaning required upon arrival to the unit due to an overwhelming odor of dog urine throughout the unit, and they are seeking \$460.00 to cover the total cleaning cost. The landlord submitted a thread of text messages from the cleaner (LL#4), photographs of the unit (LL#5) and a copy of an invoice from [REDACTED] to support the claim (LL#6).

Item # 2: Yard / lawn restoration (\$322.00) – The landlord's representative testified that the tenant's dog caused extensive damage to the lawn and yard area, and he stated that the tenant had acknowledged that the damage occurred and had offered to pay for the cost to repair the lawn but failed to do so. The landlord submitted a copy of text messages to support the claim (LL#7). The landlord's representative also stated that the property was new, and the sods had received special care as to enhance growth. The landlord is seeking \$322.00 to cover the cost to restore the lawn and they submitted photographs of the lawn (LL#8) and a copy of an invoice from [REDACTED] Inc. to support the claim (LL#9).

Item # 3: Broken closet door (\$230.00) – The landlord's representative testified that the top track on one of the closet doors was broken making the door inoperable and he stated that the entire track needed to be removed and replaced. The landlord is seeking \$230.00 to cover the cost of labor and materials to repair the closet door and they

submitted a photograph of the door (LL#10) and a copy of an invoice to support the claim (LL#11).

Analysis

11. In accordance with *Residential Tenancies Policy* 9-3, the applicant is 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).*

12. Based on the testimony of the landlord's representatives and the exhibits entered into evidence, each item is analyzed as follows:

Item # 1: Cleaning (\$460.00) – Based on the landlord's testimony and the exhibits entered into evidence, I accept that there was some cleaning required, and I accept that there was an overwhelming odor of dog urine throughout the unit which needed extensive cleaning. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed, and he was able to show that the tenant was negligent in causing the damage and he was also able to show the cost to clean the unit. For those reasons, I find that the tenant is responsible for the cost to clean the unit in the amount of \$460.00.

Item # 2: Yard / lawn restoration (\$322.00) – Based on the landlord's testimony and the exhibits entered into evidence, I accept that lawn care and restoration was required. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed, and he was able to show that the tenant was negligent in causing the damage and he was also able to show the cost to have the lawn restored. For those reasons, I find that the tenant is responsible for the cost to restore the lawn in the amount of \$322.00.

Item # 3: Broken closet door (\$230.00) – Based on the landlord's testimony and the exhibits entered into evidence, I accept that the closet door was damaged and needed to be repaired. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage existed, and he was able to show that the tenant was negligent in causing the damage and he was also able to show the cost to have a new track installed. For those reasons, I find that the tenant is responsible for the cost to repair the closet door in the amount of \$230.00.

Decision

13. The landlord's claim for compensation for damages succeeds in the amount of \$1012.00.

Issue # 2: Hearing expenses \$20.00

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

Decision

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

Issue # 3: Security Deposit applied against monies owed \$1050.00

Analysis

16. 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).*

17. The landlord's claim for losses has been successful as per paragraphs 13 and 15 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 annual interest rate for 2024-2025 is 1%.

Decision

18. The landlord's claim to have the security deposit applied against monies owed succeeds. **Note:** partial security deposit shall be used towards monies owed. The remaining security deposit plus interest equates to \$29.41.

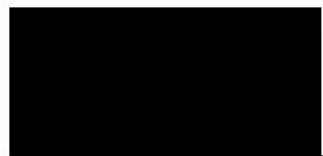
Summary of Decision

19. The tenant shall pay the landlord \$0.00 as follows:

Compensation for damages	\$1012.00
Hearing expenses	20.00
Less: partial security deposit	1032.00
Total	\$0.00

August 5, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office