

## Residential Tenancies Tribunal

Application 2024-0406-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 17-June-2024.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.

### Preliminary Matters

4. The tenants were 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 landlord submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing electronically on 28-May-2024. The appropriate supporting documents (LL#2) were also provided. As the tenants were 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 be granted?
6. Should the landlord's claim for unpaid rent be granted?

## **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 claims \$2497.34 in damages. This consists of \$1248.00 in labour, which represents 80 hours of self labour at the rate of \$15.60/hour, and \$1249.34 in materials. Photos of the damage were provided.
9. The level of damage shown in these photos warrants special comment. Vinyl flooring has been destroyed in multiple areas. In many places it gives the appearance of water damage, in others there are sizable holes as if heavy objects were dropped, and one piece has been somehow bent to resemble a strip of well-cooked bacon. The premises are unclean. The toilet is especially dirty, and the lid and seat have been removed completely. The paint has been stripped off the walls in places. Elsewhere there are holes in the walls. A drawer has been ripped off. The oven door is in pieces. Meat was left in an unplugged freezer, causing it to rot. Window blinds have been partially destroyed. A smashed lightbulb with exposed wiring is still plugged into the fridge.
10. The landlord claimed \$1249.34 in materials for repairs. Receipts were provided (LL#4-7). These receipts are for cleaning supplies, flooring materials, spackle, primer, and painting supplies, all of which would be required to repair the damage observed above.
11. The evidence justifies 80 hours of labour in cleaning and repairing the damage caused by the tenants' wilful or negligent act or acts. Self-labour is awarded at a rate of minimum wage + \$8/hour, resulting in a current rate of \$23.60/hour. In this case, that amounts to \$1888.
12. The evidence justifies a damages award in excess of what the landlord is claiming. However, this tribunal cannot award more than what is claimed and what the tenants have been given notice of. The landlord's claim for damages is made out in the full amount of \$2497.34.

### **Issue 2: Unpaid Rent**

#### Landlord's Position

13. The landlord seeks \$12,055 in unpaid rent. A rental ledger (LL#2) was provided. The landlord testified that the monthly rent was \$800 up until 1-Jan-2023, at which point rent was raised to \$850. The ledger shows that \$10,355 was owing as of the end of the tenancy, which occurred sometime in late May or early June. The landlord also seeks the full monthly rent for June and July, as he says the property could not be rented due to the need for repairs. He testified that the damage was so significant that it was impossible to return it to a rentable condition in less time.

## Analysis

14. I accept the landlord's uncontradicted testimony as to the amount of rent owed. Given the extensive damage shown by the totality of the evidence, I find on a balance of probabilities that the property could not have been restored to a rentable condition in a shorter amount of time.
15. The landlord's claim succeeds in the amount of \$12055.00.

## Decision

16. The landlord's claim for damages succeeds in the amount of \$2497.34.
17. The landlord's claim for unpaid rent succeeds in the amount of \$12055.00.
18. The landlord was successful in his application and is therefore entitled to have his reasonable hearing expenses covered. In this case, his hearing expenses consisted solely of the \$20 application fee.

## Summary of Decision

19. The tenants shall pay to the landlord \$14572.34 as follows:

Damages.....	\$2497.34
Unpaid Rent.....	\$12055.00
Hearing Expenses.....	\$20.00
Total.....	\$14572.34

21-August-2024

Date

  
Seren Cahill  
Residential Tenancies Office