

Residential Tenancies Tribunal

Application 2025-0575-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 2:00 PM on 11-August-2025 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords attended the hearing. [REDACTED], hereinafter referred to as the landlords' representative, attended the hearing.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend the hearing and were not represented.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them by telephone prior to 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 respondents fail to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondents' absence so long as they have been properly served. The landlords submitted two affidavits of service (L#1) with their application stating the tenants had been served with the notice of the hearing electronically by text and email [REDACTED] and [REDACTED] on 24-July-2025 at approximately 1:45 PM; as well as proof of service (L#2). In accordance with the *Residential Tenancies Act (the Act), 2018*, this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.

5. There was a written fixed term rental agreement (L#3) which commenced on 1-April-2025. Rent was set at \$2100.00 due on the 1st of each month. There was a security deposit of \$1575.00 collected prior to the tenancy on 23-March-2025 (L#4) and still in the possession of the landlords. The tenants vacated the rental premises on 23-June-2023.

Issues before the Tribunal

6. The landlords are seeking:
 - Rental Arrears in the amount \$2100.00
 - Late fees in the amount \$35.00
 - Compensation for damages in the amount \$3346.14
 - Security deposit applied against monies owing
 - Hearing expenses in the amount \$20.00

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Section 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this case are S. 14, S. 15, and S. 18 of the *Act*; and Residential Tenancies Policies 9-003: Compensation for damages, 10-001: Security Deposit and 12-001: Costs.

Issue 1: Rent Paid/ Late Fees

Relevant Submission

8. The landlords are seeking rental arrears of \$2100.00 and late fees in the amount of \$35.00.

Landlords Position

9. The landlord's representative testified there was a written monthly rental agreement which commenced on 1-April-2025 with rent set at \$2100.00 per month. He stated the tenants had often been late paying rent and had been reminded on several occasions about rent being due and had been issued "multiple" termination notices.
10. The landlord's representative stated on 19-June-2025 at approximately 8:00 AM he placed a termination notice on the entry way of the rental premises under S. 19 of the *Act*.

- 11. The landlord’s representative testified the tenants vacated the rental premises on or thereabout by 23-June-2025. The landlords are seeking payment of rent for June 2025.
- 12. Along with their application, the landlords supplied a rental ledger (L#5) partially reproduced below which included a late fee charge:

Date	Transaction	Due	Amount Paid	Balance
23-Mar-25	Rent due pro rata	\$541.00	\$541.00	\$0.00
1-Apr-25	Rent due	\$2100.00	\$0.00	\$2100.00
2-Apr-25	Payment		\$2100.00	\$0.00
1-May-25	Rent due	\$2100.00	\$0.00	\$2100.00
6-May-25	Late Fee	\$13.00	\$0.00	\$2113.00
7-May-25	Payment		\$2113.00	\$0.00
1-Jun-25	Rent due	\$2100.00	\$0.00	\$2100.00
17-Jun-25	Late Fee	\$35.00	\$0.00	\$2135.00

- 13. The landlord’s representative testified the tenants vacated the rental premises on 23-June-2025 and there were rental arrears owing for June 2025 and \$35.00 late fees outstanding.

Analysis

- 14. Rent is required to be paid under a rental agreement by tenants during the use or occupancy of a residential premises. Non-payment of rent is a violation of the rental agreement.
- 15. The landlord’s representative testified the tenants vacated the rental premises on 23-June-2025, after being issued a termination notice for failure to pay rent on 19-June-2025. Based on the evidence and testimony provided, rental arrears are owed. Rent for June 2025 is calculated on a prorated basis up to 23-June-2025. That calculation is as follows: monthly rent (\$2100.00) X 12 months = \$25,200.00/year; \$25,200.00 ÷ 365 days = \$69.04 per day. and \$69.04 X 23 days = \$1,587.92.
- 16. The tenants owe \$1,587.92 rental arrears for June 2025.
- 17. The landlords requested to amend their application to include \$35.00 in late fees. Although this item was not explicitly set out in the original application, it was disclosed in both the Notice of Hearing materials and the rental ledger provided to the respondents. As the respondents have had prior notice of the claim and its inclusion does not create any prejudice or procedural disadvantage, I am

satisfied that allowing the amendment is appropriate. The amendment is therefore permitted.

18. Section 15 of the Act states:

Fee for failure to pay rent

(1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

19. Residential Tenancies Policy 02-004; Deposits, Payments and Fees states that “when rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00”.

20. As of the date of the hearing (11-August-2025), rental arrears have been confirmed. The tenants shall pay late fees in the requested amount of \$35.00.

Decision

21. The landlords claim for rental arrears and late fees succeeds in the amount of \$1,622.92.

Issue 2: Compensation for Damages

Relevant Submission

22. The landlords are seeking compensation for damages in the amount of \$3346.14. The landlords testified the rental premises was a “new property” and they took possession of the rental premises in February 2025 and the tenants were the “first tenants”.

Landlords Position

23. The landlords supplied a copy of the damage’s ledger along with their application (L#6) reproduced below:

Item #	Description of Damages	Amount Claimed
1.	Broken Linen Closet Door	\$109.25
2.	Broken Entrance Door	\$1607.70
3.	Window Screen & Window Frame	\$75.00
4.	Broken Cabinet	\$75.00

5.	Pet Urine & Excrement	\$0.00
6.	Excrement & Maggots	\$115.00
7.	Professional Cleaners	\$1076.69
8.	# of Pets in Rental	\$0.00
9.	Temporary Fix to entrance door	\$287.50
Total		\$3346.14

24. Each item will be dealt with individually below.

Item 1 - Broken Linen Closet Door

25. The landlords claim \$109.25 for the closet door. The landlords' representative testified the closet door was two years old and when he entered the rental premises on 19-June-2025, he observed damage to the "top area and a panel was pushed in". He stated the door could not be repaired and had to be replaced.
26. The landlords' representative testified he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.
27. There were no receipts or pictorial evidence supplied to this Tribunal in relation to the linen closet door.

Item 2 - Broken Entrance Door

28. The landlords claim \$1607.70 for the exterior door. The landlords' representative testified he observed the two-year-old wooden frame door on 19-June-2025, which had damage to the door frame which appeared to have been "kicked in". He stated the door frame and door had to be replaced.
29. The landlords' representative testified he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.
30. There were no receipts or pictorial evidence supplied to this Tribunal in relation to the exterior wooden door.

Item 3 - Window Screen & Window Frame

31. The landlords claim \$75.00 for the window screen and frame. The landlords' representative testified he observed the kitchen window screen and window frame on 19-June-2025, which he described as being "ripped off" and he "estimated" the amount to repair the window screen and window frame.

32. The landlords' representative testified he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.
33. There were no receipts or pictorial evidence supplied to this Tribunal in relation to the window screen or window frame.

Item 4 – Broken Cabinet

34. The landlords claim \$75.00 for the broken cabinet.
35. The landlords' representative testified he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.
36. The landlords or the landlords' representative did not offer any testimony related to this item. There were no receipt or pictorial evidence supplied to this Tribunal in relation to the broken cabinet.

Item 5 – Pet Urine & Excrement

37. There was no identified amount of claim for this item.
38. The landlords' representative testified he observed the carpets of the rental premises on 19-June-2025 at which time he noticed a "strong smell" of pet urine and excrement. He stated, "I would estimate they (the landlords) had to replace that carpet".
39. The landlord testified the carpet had to be cleaned on two occasions. The landlords' representative stated he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.
40. There was no pictorial evidence or receipts supplied to this Tribunal in relation to this item.

Item 6 – Excrement & Maggots

41. The landlords claim \$115.00 related to this item.
42. The landlords' representative testified when he attended the rental on 19-June-2025, he observed excrement and maggots on the outside deck. The landlords' representative stated he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.

43. The landlord testified he had a quote to “clean” the outside deck in the amount of \$115.00. He stated the deck did not have to be replaced.
44. There were no receipts, no estimates or pictorial evidence supplied to this Tribunal in relation to this item.

Item 7 – Professional Cleaners

45. The landlords claim \$1076.69 for the cleaning of the rental premises after the tenants vacated. The landlords’ representative testified the cleaners, “worked I would estimate at least 10 hours”.
46. The landlords’ representative testified he was not in the rental premises prior to the tenancy. No testimony was offered about the cleanliness of the rental premises prior to the tenancy.
47. There were no receipts or pictorial evidence supplied to this Tribunal in relation to cleaning the rental premises.

Item 8 - Number of Pets

48. There was no identified amount of claim for this item.
49. The landlords’ representative testified he observed 4 pets at the rental premises when he attended on 19-June-2025. He stated the tenants only had permission to have 2 pets in the rental premises.
50. There was no pictorial evidence or receipts supplied to this Tribunal in relation to this item.

Item 9 – Temporary Fix

51. The landlords claim \$287.50 for temporary fix of the locking mechanism of the exterior door.
52. The landlords’ representative testified when he attended the rental premises, he observed that the exterior door was damaged and required a “temporary plate to be able to lock (the door) to help secure it for the weekend”. The landlords’ representative stated he was not in the rental premises prior to the tenancy. No testimony was offered about the condition of this item prior to the tenancy.
53. There were no receipts or pictorial evidence supplied to this Tribunal in relation to this item.

Analysis

54. With all damage claims, three primary things must be established on the balance of probabilities:
- The damages exist and occurred throughout the tenancy;
 - The tenants are responsible for the damage through willful or negligent act(s); and
 - The value to repair or replace the damaged items. When considering the value to repair and replace each item, depreciation should also be a factor.
55. As noted in Residential Tenancies *Policy 09-003: Compensation for Damages to Rental Premises* of the Residential Tenancies Program offers clear evidentiary requirements for hearings. As cited in that policy, *“At the hearing, the landlord(s) should produce evidence showing: the costs they had incurred to repair or replace any damaged items; the condition of the property when the tenant moved in and when the tenant moved out; the condition and age of the damaged item; that the damage was caused through a deliberate or negligent act on the part of the tenant; and any repairs that have been carried out”*.
56. As stated herein, there were no receipts, no estimates, or pictorial evidence both before and after tenancy, supplied to this Tribunal. Therefore, the landlords have not, established a causal connection between the tenant’s actions and the alleged property damage on a balance of probabilities. The absence of supporting documentation means the landlords has not met the evidentiary threshold required for compensation. As such, the landlords claim for compensation for damages cannot be supported.

Decision

57. The landlords claim for compensation for damages fails on evidentiary grounds.

Issue 3: Hearing Expenses

Landlord Position

58. The landlords provided a receipt (L#5) demonstrating payment of a \$20.00 application fee and are seeking reimbursement.

Analysis

59. In accordance with Section 12-1 of the Residential Tenancies Policy Manuel, filing fees can be claimable costs. As the landlord’s claim has been partially successful, I find that the tenants are responsible for the hearing expenses.

Decision

60. The landlords claim for hearing expenses succeeds in the amount of \$20.00.

Issue 4: Security Deposit

Landlords Position

61. A security deposit of \$1575.00 was paid at the beginning of the tenancy and remains in the landlord’s possession. The landlords are seeking to retain the security deposit.

Analysis

62. In accordance with Section 14 of the *Act*, if a landlord has collected a security deposit from a tenant, and if at any point during the tenancy or after it has ended, the landlord believes that they are entitled to retain some or all that deposit as compensation for a liability of the tenant, or as compensation for the tenants failure to fulfill their obligation under the rental agreement, the landlord may either enter a written agreement with the tenant on the disposition of the deposit, or file an Application for Dispute Resolution with this Division, seeking compensation for financial damages; and, to retain the deposit to offset the financial damages. As the landlords claim for compensation related to rental arrears and hearing expenses has been successful, the security deposit shall be applied against monies owed. In this case, the security deposit was \$1575.00 which was paid on 23-March-2025.

63. Section 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 a simple cumulative 1% annual interest rate for 2025. Calculated to the date of hearing, this results in \$6.13, for a total of \$1581.13.

Decision

64. As the landlords claim for loses has been successful, the landlords shall retain the security deposit in the amount \$1581.13.

Summary of Decision

65. The tenants shall pay to the landlords \$61.79 determined as follows:

- Rental Arrears.....\$1587.92
- Late Fees.....\$35.00

- Hearing Expense.....\$20.00
- Less Security Deposit + interest..... \$1581.13
- Total.....\$61.79

16-February-2026

Date



Michael Reddy, Adjudicator
Residential Tenancies Office