

## Residential Tenancies Tribunal

Application 2025-0609-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:15 a.m. on 13-August-2025.
2. The applicant, [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 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 electronically via e-mail to [REDACTED] on 30-July-2025 (LL#1). The landlord submitted proof of service and confirmed that they used this email address for communication. 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 fixed-term rental agreement which commenced on 1-November-2024 for one year. Rent is \$900.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$500.00 was collected on 1-November-2024 and is still in the landlord’s possession.
7. The landlord amended their application to increase rent from \$1800.00 as per their application to \$2700.00 including rent for the month of August and to decrease late fees from \$106.00 as per their application to \$75.00. The disposition of the Security Deposit will be dealt in this decision.

## Issues before the Tribunal

8. The landlord is seeking:
- An Order for Vacant Possession of the rented premises;
  - Rent paid \$2700.00;
  - Late fees \$75.00;
  - Compensation paid for damages \$3700.00;
  - Other expenses \$20.00.

## Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 19: Notice where failure to pay rent, and the following sections of the *Residential Tenancies Policy* - Section 2-4: Deposits, Payments and Fees, Section 7-1: Termination Notice, Section 9-3: Compensation for Damages to Rental Premises and Section 12-1: Costs.

## Issue # 1: Vacant Possession of the Rented Premises.

### Relevant Submissions:

11. The landlord submitted copies of termination notices issued to the tenant as follows:
- 26-June-2025 under Section 19: *Notice where failure to pay rent* (LL#2) with a termination date of 6-July-2025;
  - 16-July-2025 under Section 19: *Notice where failure to pay rent* and Section 22: *Notice where tenant's obligation not met* (LL#3) with a termination date of 27-July-2025;

### Landlord's Position:

12. The landlord testified that rent has not been paid by the tenant since June-2025. The landlord testified that the notices were served via sticking to the door at the residential premises on the dates they were issued. The landlord testified that there were no payments made by the tenant since May-2025.
13. The landlord also testified that on 2-July, they discovered a damaged window in the unit. They stated that upstairs tenant complained about the incident that led to the damage and stated that RCMP was involved at that time. The landlord explained that they decided to issue another termination notice under the section that applies when a tenant fails to keep premises clean or causes the damage that requires repairs. The landlord stated that there have been ongoing issues with the tenant's dog being off-leash, contrary to their agreement, resulting the exterior of the unit not being properly cleaned. The landlord further testified that the tenant's dog caused scratches on the doors and damaged them. The landlord is seeking vacant possession of residential premises.

## Analysis

14. In accordance with the Section 7-1 of the Policy, Termination by more than 1 Notice: *If a termination notice is already in place and a second notice is issued by the same person whereby the termination date is later than that specified in the first notice, then the person issuing the second notice has thereby indicated that they are intending the tenancy to be extended to the date set out in the second notice. The person who served the 2 notices cannot have the first notice enforced.* Therefore, the latest termination notice issued on 16-July-2025 will be analyzed for the purpose of this decision.
15. According to the Section 7-1 of the Policy, Termination by More than 1 Section of the Act: *If the notice citing more than one authority is contested, the person issuing the notice is only required to prove the validity of one of the applicable sections.* Therefore, I will analyze the validity of the termination notice under section 19 of the Residential Tenancies Act, for the purpose of this decision.
16. Section 19 of the *Residential Tenancies Act, 2018* states:

### **Notice where failure to pay rent**

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

(b) where the residential premises is

- i. rented from **month to month**,
- ii. rented for a fixed term, or
- iii. a site for a mobile home, and

*the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.*

(4) In addition to the requirements under section 34, a notice under this section shall

- a. be signed by the landlord;
  - b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
  - c. be served in accordance with section 35.
17. I accept the testimony of the landlord that the rent was not paid since June, as the tenant was not present or represented during the hearing to provide their testimony. I also accept the landlord's testimony that the termination notice was issued and served in accordance with the requirements of the *Act* on 16-July-2025, and that the tenant did not make any payments after the termination notice was issued.
18. I accept that the tenant was in rent arrears in excess of the 5 days when the termination notice was issued on 16-July-2025. I accept that on the date of termination, 27-July-2025 the tenant was still in arrears. In accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

19. I find that the tenant should have vacated the property by 27-July-2025.

## Decision

20. The landlord's claim for an order for vacant possession of the rented premises succeeds.

### Issue # 2: Rent paid \$2700.00 Late fees \$75.00

#### Relevant Submissions:

21. The landlord is seeking rent in the amount of \$2700.00 for June, July and August and late fees of \$75.00. The landlord submitted a copy of the invoice details to support their claim (LL#4).

#### Landlord's Position:

22. The landlord testified that the tenant did not paid rent since June. The landlord is seeking rent to be paid in full.

## Analysis

23. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

### Late payment fee:

*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.*

24. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.

25. I accept the landlord's testimony that rent was not paid by the tenant since June. Therefore, with regards to the late fees and in accordance with Section 2-4 of the *Policy* as stated above, I find that that the maximum late fee of \$75.00 is allowed.

26. The rental ledger is amended to show a daily rate for August-2025 as this tribunal does not consider future rent (see below). I find that the tenant is responsible for outstanding rent till 13-August-2025 in the amount of \$2259.54 including late fees. This amount is calculated as follows:

Amended Rental Ledger 2025-0609-NL			
Date	Action	Amount	Total
May 31, 2025	balance		\$0.00
June 1, 2025	Rent due	\$900.00	\$900.00
July 1, 2025	Rent due	\$900.00	\$1,800.00
August 1-13, 2025	Rent due	\$384.54	\$2,184.54
	Late fees	\$75.00	\$2,259.54

Daily rate:  $\$900 \times 12 \text{ mths} = \$10800.00$

$\$10800 / 365 \text{ days} = \$29.58 \text{ per day}$

$\$29.58 \times 13 \text{ days} = \$384.54$

27. The tenant shall pay a daily rate of \$29.58 until such time as the landlord regains possession of the property.

## Decision

28. The landlord's claim for rent and late fees succeeds in the amount of \$2259.54.

### Issue # 3: Compensation paid for Damages \$3700.00

#### Relevant Submissions:

29. The landlord is seeking compensations paid for damages to the unit that occurred during the tenancy as per damage list that they submitted, see copy below:

- **Window replacement: \$1,200.00 (Home Depot installed estimate)**
  - **Door replacement: \$2,500.00 (Home Depot installed estimate)**
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#### #1: Window Replacement:

##### Landlord's Position:

30. The landlord is seeking compensation for the replacement of a window, in the amount of \$1200.00. She testified that the damage occurred on 2-July, the same day as an incident in which the RCMP was involved. The landlord stated that this amount is based on her estimate using research at Home Depot. The landlord submitted photographic evidence showing the damage to the window (LL#5).

#### #2: Door Replacement:

##### Landlord's Position:

31. The landlord is seeking \$2500.00 for the replacement of the door, stating that the tenant's dog scratched the door, making replacement necessary. Photographic evidence of the damage was submitted (LL#6). The landlord explained that the claimed amount is an estimate for replacement. She stated that the doors had been freshly installed prior to this tenancy, approximately two years ago, after the previous tenant had damaged the earlier doors.

## Analysis

32. 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).

#### #1: Window Replacement:

33. The landlord is seeking compensation for the replacement of a window, in the amount of \$1200.00. She testified that the damage occurred on 2-July, the same day as an incident in which the RCMP was involved. The landlord stated that this amount is based on her estimate using research at Home Depot.

34. I accept the landlord's testimony that the damage to the window occurred during the tenancy, and that the photographic evidence confirms the window was broken and required

replacement, as the tenant was not present or represented during the hearing to provide their testimony. I further accept that the tenant is responsible for the damage. The landlord confirmed that the measurements of the window are approximately 3 by 5 feet. She explained that the original window was plastic, and the replacement cost reflects the price for a similar plastic window. However, the landlord failed to provide any additional information or details regarding the age or condition of the window prior to the damage. I asked if the window was already replaced and if they have a receipt to show the cost of the new window, the landlord responded that the window was not replaced yet. This lack of information makes it difficult to determine the proper value of the window in question.

35. Based on the research conducted on [www.homedepot.ca](http://www.homedepot.ca), the average cost of similar window is around \$400.00. Without being able to determine the exact value and the age of the damaged window, I find that awarding a nominal price of \$200.00 is reasonable.

36. Therefore, I find that the landlord's claim for damaged window succeeds in the amount of \$200.00.

#### #2: Door Replacement:

37. The landlord is seeking \$2500.00 for the replacement of the door, stating that the tenant's dog scratched the door, making replacement necessary. Photographic evidence of the damage was submitted. The landlord explained that the claimed amount is an estimate for replacement. She stated that the doors had been freshly installed prior to this tenancy, approximately two years ago, after the previous tenant had damaged the earlier doors.

38. I accept the landlord's testimony that the doors were in good condition and freshly installed at the beginning of the tenancy, and that the damage occurred during the tenancy as a result of the tenant's dog scratching them, as the tenant was not present or represented during the hearing to dispute the landlord's claim. Therefore, I find that the tenant is responsible for the damage to the door.

39. I accept the landlord's testimony that these doors were purchased used but were in perfect condition, made of solid wood, insulated, and freshly painted before the start of the tenancy. The landlord further stated that due to the scratches, she believes the doors cannot simply be repaired, as she is not a carpenter, and therefore they should be replaced.

40. I also accept that the landlord could not confirm the exact age of the doors, given that they were purchased used. After reviewing the photographic evidence submitted by the landlord, I find that the damage to the door is not extensive and that the doors do not require replacement. The photographs clearly show scratches, however, according to the landlord's testimony the doors are functional and in working condition. While the scratches indicate the damage, they are not sufficient to justify the need of replacement. I therefore find that the doors can be repaired rather than replaced. Accordingly, I award the landlord a nominal amount of \$100.00 for door repair.

41. The landlord's claim for damaged door succeeds in the amount of \$100.00.

#### **Decision**

42. The landlord's claim for compensation paid for damages succeeds in the amount of \$300.00.

#### **Issue # 4: Other expenses \$20.00.**

##### Relevant Submission

43. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#7).

##### **Analysis**

44. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 20 and 28, the landlord will be awarded with \$20.00.

##### **Decision**

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

#### **Issue # 5: Security deposit to be applied against any monies owed \$500.00**

##### **Analysis**

46. 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).

47. The landlord's claim for losses has been successful as per paragraphs 20, 28, 42 and 45 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 annual interest in 2024-2025 is 1%.

##### **Decision**

48. Security deposit plus interest of \$503.93 to be applied against monies owed.

**Summary of Decision**

49. The tenant shall pay the landlord \$2075.61 as follows:

Rent and late fees.....	\$2259.54
Compensation paid for damages ....	\$300.00
Other expenses .....	\$20.00
<b>Less than Security Deposit.....</b>	<b>\$503.93</b>
 Total .....	 \$2075.61

50. The tenant shall pay a daily rate of rent beginning 14-August-2025 of \$29.58, until such time as the landlord regains possession of the property.

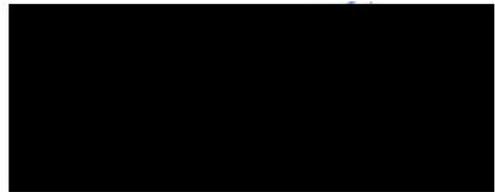
51. The tenant shall vacate the property immediately.

52. 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.

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

August 15, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office