

## Residential Tenancies Tribunal

Application 2025-0673-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 15-December-2025 at 9:16 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, were represented at the hearing by [REDACTED] who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

### Procedural History

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. The landlords submitted an affidavit (LL#10) with their application stating that they had served the tenant with notice of the hearing electronically on 22-August-2025 at 3:45 pm. Proof of service (LL#11) was also provided.
5. This application has a relatively lengthy history. The first hearing was set for 2-September-2025. The tenant requested a postponement which was denied by the deputy director on 28-August-2025. She subsequently submitted an additional request for postponement, supported by external documentation, on 29-August-2025. This request was granted and the hearing as postponed to 29-September-2025. On that date, the hearing could not proceed as the teleconference system had an outage. The hearing was rescheduled to 28-October-2025. The landlord made a request for postponement on 24-October-2025 which was granted on 27-October-2025. The hearing was rescheduled to 6-January-2025. On 3-November-2025, the tenant informed our office she would be unavailable on 6-January-2025. She was sent a reply asking her to submit her request with supporting documentation on the same day. She replied with three emails expressing her frustration, one of which said among other things "I am now blocking this

account if you want to talk to me you are going to have to come to my house and figure out where I am.” Unfortunately, the Residential Tenancies Division does not have the resources to speak to residents in person and we were left with no other way to contact the tenant. The same day, the landlords also expressed they were unavailable for 6-January-2025. As both parties had requested the hearing be rescheduled, it was set for 15-December-2025. Parties were sent a notice of rescheduled hearing by email.

6. 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.

### **Issues before the Tribunal**

7. Should the landlords’ claim for compensation for damages succeed?
8. Should the landlords’ claim for unpaid rent and late fees succeed?
9. What is the proper disposition of the security deposit?

### **Legislation and Policy**

10. 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**

11. The landlords claim \$6610.84 in compensation for damages divided amongst 14 items. Each item will be dealt with separately below. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
12. First, the landlords claim \$927.25 for the replacement of the kitchen countertop, which they say the tenant covered in concrete. Photos of this can be seen in LL#3 page 1. It appears that the kitchen counter has been covered in some kind of cement. The landlords testified that the counter had not been this way when they first viewed the premises, earlier in the tenancy. A photo was provided from this time (LL#6 page 2) shows the countertop not covered in cement. An invoice (LL#8) was provided showing that the cost of repairing the kitchen countertop was \$911.38 (line items 1-5). This portion of the landlord’s claim succeeds in the amount of \$911.38.
13. Second, the landlords claim \$1012.00 for the replacement of the kitchen sink. They say this was necessary as the tenant had improperly installed a sink designed to be an undermount sink as a drop-in. This is theoretically possible to do without functional issues, however, they say the improper installation caused water spillage potentially leading to water damage, and therefore it needed to be replaced. The sink can be seen in LL#12. It does appear to be an undermount sink. I accept the landlords’ uncontradicted testimony that improper installation caused a water issue which needed

to be remedied. An undermount sink cannot properly be installed in a light porous material, so the same sink could not be reused. LL#8 shows the cost of replacing the sink was \$1012.00 (line items 6, 8, and 9). This portion of the landlords' claim succeeds in the amount of \$1012.00.

14. Third, the landlords claim \$244.65 for the replacement of the kitchen faucet. They testified this was necessary as the faucet that was there was not connected and was missing parts. The faucet can be seen in LL#12. The picture does not make clear which pieces are missing, nor was any documentary evidence provided showing the faucet did not function. I am unable to assess the extent of the damage, if any. This portion of the landlords' claim fails.
15. Fourth, the landlords claim \$138.00 for the repair of the kitchen walls. LL#12 shows the walls above the counter have been coated in cement in an uneven manner. The landlords testified that once it was removed, painting and plastering was necessary to restore the walls. I accept their testimony. LL#8 shows they were charged \$138.00 for the necessary supplies (line item 7). This portion of the landlords' claim succeeds in the amount of \$138.00.
16. Fifth, the landlord claims \$358.60 for the restoration of the bathroom light, fan, and related electrical issues. They say their contractor needed to bring in an electrician to make repairs as the tenant had performed amateur electrical work that was unsafe. LL#13 page 4 and LL#2 show exposed, hanging wires the landlords testified were left by the tenant. LL#8 shows the landlords were charged \$358.60 to fix these issues (line items 13-15). The landlords' claim succeeds in the amount of \$358.60.
17. Sixth, the landlords claim \$69.00 for the removal of garbage from the premises, as was charged to them by their contractor. No documentary evidence was provided showing this garbage, so I am unable to assess the extent of the damages. This portion of the landlords' claim fails.
18. Seventh, the landlords claim \$154.10 for the repair of damaged siding. LL#6 page 1 shows the siding, which appears to have been distorted by heat. The siding is above an outdoor barbeque and is in line with several electric lights. Either of these could have caused the damage to the siding. LL#6 page 3 shows that the replacement siding would cost about \$122.82. This portion of the landlords' claim succeeds in the amount of \$122.82.
19. Eighth, the landlords claim \$45.99 for the replacement of the light fixture in the primary bedroom. They testified that the light fixture was left in the premises but in "bits and pieces." LL#12 page 1 shows the disassembled light fixtures. They also testified that they were unable to successfully reassemble the fixtures and were therefore forced to buy replacements. LL#12 page 1 also shows that the cost of the replacement fixture was \$45.99. This portion of the landlord's claim succeeds in the amount of \$45.99.
20. Ninth, the landlords claim \$14.92 for a bathroom shower rod, but no documentary evidence was provided in relation to this. This portion of the landlords' claim fails.

21. Tenth, the landlords claim for the cost of painting and plastering in the rest of the premises, including \$385.03 for materials and \$1900.00 for labour. They say this was necessary both to repaint over the tenant's artwork (which can be seen in LL#6 page 5) and to repair the peeling, damp paint (LL#6 page 6) caused by the tenant's improperly applied wallpaper. LL#4 page 2 shows a quote of \$1700.00 for painting and LL#4 page 3 shows the cost of paint as being \$277.60. This portion of the landlords' claim succeeds in the amount of \$1977.60.
22. Eleventh, the landlord claims \$375.00 in labour to remove garbage from the premises, inside and in the yard. This garbage can be seen in LL#2 page 2 and LL#12 pages 2 and 3. There is a significant amount of garbage visible, and it would clearly take multiple trips. They testified that they have not yet been able to remove all the garbage, and that this number is therefore just an estimate at what it will cost, but they have already done a couple of trips. Given the amount of garbage, I estimate it will take about five trips, with a half hour each for loading and unloading. Self-labour is compensable at a rate of \$8.00/hour plus minimum wage, or \$24.00/hour. This portion of the landlords' claim therefore succeeds in the amount of \$72.00.
23. Twelfth, the landlord claims \$600.00 for the replacement of the carpet. They say the tenant cut a piece of out of the carpeted stairs so she could use the stairs for storage. LL#2 page 1 and LL#6 page 6 show the hole in the carpet. No documentary evidence was provided showing the cost of replacement. This portion of the landlords' claim therefore fails.
24. Thirteenth and finally, the landlords claim \$304.74 for the cost of hiring a locksmith. They testified that this was necessary as the tenant had replaced the lock and refused to give them entry despite being given 24-hour notice. LL#4 pages 7 and 8 show the cost of the hiring the locksmith was \$304.74. This portion of the landlords' claim succeeds in the amount of \$304.74.
25. The landlords claim for compensation for damages succeeds in the amount of \$4943.13.

## **Issue 2: Unpaid Rent and Late Fees**

26. The landlords claim unpaid rent at the rate of \$1000/month for the months of July and August 2025. They testified that the tenant moved out 18-July-2025 without notice, so they seek August's rent both in lieu of notice and as they could not re-rent the premises due to damages the tenant allegedly caused.
27. Given the damages shown in the evidence discussed in Issue 1, above, I accept the landlords' testimony that they were unable to re-rent the premises in the month of August. This portion of the landlords' claim succeeds in the amount of \$2000.00.

## **Issue 3: Security Deposit**

28. The landlords are owed moneys and may therefore apply the security deposit against the sum owed. In this case the security deposit was \$500.00 that was paid on or about 9-June-2023.

29. S. 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 an interest rate of 0% for the year 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the interest totals at \$9.78.

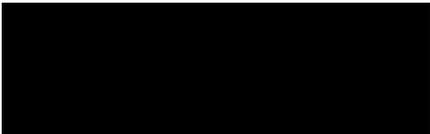
**Summary of Decision**

30. The landlords were successful in their application and therefore may seek to be reimbursed for their reasonable hearing expenses. In this case they claim only the \$20.00 application fee, which is granted.

31. The tenants shall pay to the landlords \$6453.35 as follows:

Damages.....	\$4943.13
Unpaid Rent.....	\$2000.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-\$509.78
Total.....	\$6453.35

9-February-2026  
Date



Seren Cahill  
Residential Tenancies Office