

Residential Tenancies Tribunal

Application 2025-0756-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:14 a.m. on 17-September-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 him 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 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 her application stating that she had served the tenant with the notice of hearing by email to [REDACTED] on 28-August-2025 (LL#1). The landlord provided 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-November-2024. The tenant vacated the unit on 1-August-2025. Rent was \$1075.00 per month, due on the first day of each month. A security deposit of \$550.00 was paid on 30-September-2024 and is in the landlord’s possession.
6. The disposition of the security deposit shall be dealt with in this decision.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for inconvenience \$2249.41
 - Security deposit to be applied against monies owed \$550.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 paid for Inconvenience \$2249.41

Relevant Submission

10. The landlord testified that she was inconvenienced due to the actions of the tenant, and she is seeking a total of \$2249.41 for the cost to make repairs, clean, paint and plaster the unit and for the loss of rental income. The landlord submitted an inconvenience ledger to support the claim (LL#3). See copy of the ledger below:

Compensation requested for inconveniences:

1. Lost month of rental income for August 2025 (\$1075)
2. Damages which include the following:
 - A. Broken security camera (\$264.41)
 - B. Broken closet door (\$200)
 - C. Wall plate (\$10)
 - D. Doorknob replacement X2 (\$60)
 - E. Paint and plaster (\$100)
 - F. Labour to carry out repairs (\$250)
3. Cleaning fee (\$200)
4. Dump drop off X2 including gas (\$50)
5. Dispute resolution fees X2 (\$40)

Landlord's Position

11. The landlord testified that there were damages to the unit which needed attention before she could re-rent the unit, and she stated that it took time to complete the work which resulted in the loss of 1 month's rent. The landlord's position on each item listed above is as follows:

Item # 1: Broken security camera (\$264.41) – The landlord testified that an outside camera that was set up on the 4-unit dwelling was tampered with and broken and she stated that she is confident that the tenant broke the camera while shifting it to a different angle so it would not video tape him entering and /or exiting his unit. The landlord testified that the tenant had made previous complaints to her regarding the presence of the camera and how it was invading his privacy and she submitted a copy of an email from the tenant dated 11-July-2025 stating that it was time for her to move the camera as it was an invasion of his privacy, and he continued to say that he will make a complaint against the landlord for harassment (LL#4). The landlord is seeking \$264.41 to cover the cost to replace the camera and she submitted a photograph of the damaged

camera to support the claim (LL#5) and evidence to show the cost to replace the camera (LL#6).

Item # 2: Broken closet door (\$200.00) – The landlord testified that the closet door in the primary bedroom was cracked on the inside and could not be fixed, and she amended her claim to seek \$180.11 to cover the cost to replace the closet door. The landlord submitted a photograph of the door showing that it has been removed from the track as it was damaged (LL#7), and an order summary showing the cost to replace the door (LL#8).

Item # 3: Replace wall plate (\$10.00) – The landlord testified that a wall plate was damaged and had to be replaced and she is seeking \$10.00 to cover the cost to replace the wall plate and she submitted a photograph of the damaged wall plate to support the claim (LL#9).

Item # 4: Replace 2 doorknobs (\$60.00) – The landlord testified that on 1-August she learned that the tenant was in the process of moving and she stated that she approached the tenant and advised that she would return at 2:00pm to pick up the keys, at which time the tenant was gone with both doors locked and no sign of the keys to the unit. The landlord testified that she had to replace both locks to the unit and she is seeking \$60.00 to cover the cost to do so. The landlord submitted a copy of a receipt to support the claim (LL#10).

Item # 5: Paint and plaster (\$100.00) – The landlord testified that there was a hole in the bathroom wall that required plaster and repair work, and there were damages to the walls in the bedrooms that also needed patch work. The landlord also testified that a portion of the ceiling needed plaster and paint due to a moisture / condensation issue within the unit which she was unable to deal with due to the tenants' uncooperative nature and she is seeking \$100.00 to cover the cost of materials to complete all the work required. The landlord submitted photographs to show the damage to the walls and ceiling (LL#11) and a copy of a receipt from *Home Hardware* to support the claim for materials (LL#12).

Item # 6: Labor fee (\$250.00) – The landlord testified that she paid a contractor a total labor charge of \$250.00 to complete all the work required and she is seeking to be reimbursed for the cost. The landlord submitted a copy of an invoice from [REDACTED] to support the claim (LL#13).

Item # 7: Cleaning (\$200.00) – The landlord testified that the unit needed to be cleaned after the tenant vacated and she is seeking to be reimbursed for the cost in the amount of \$200.00. The landlord submitted photographs to show the cleanliness of the unit (LL#14) and a copy of a bank transaction to [REDACTED] to support the claim (LL#15).

Item # 8: Dump fees and gas (\$50.00) – The landlord testified that the tenant left 2 mattresses outside the unit that needed to be disposed of, and she is seeking the cost of dump fees for 2 trips and the gas consumption to make both trips. The landlord submitted a photograph of the mattresses to support the claim (LL#16) and a copy of a receipt for dump fees (LL#17).

Item # 9: Loss of rental income (\$1075.00) – The landlord testified that she had given the tenant an eviction notice dated 8-July to vacate by 14-July and he did not leave until the afternoon of 1-August. The landlord testified that due to the damages, the garbage and the cleaning that was required, she was unsuccessful in re-renting the unit until 1-September incurring a loss of rental income for the month of August in the amount of \$1075.00. The landlord is seeking rent to be paid for the month of August.

Item # 10: Dispute resolution fees (\$40.00) – The tenant paid an application fee of \$20.00 to *Residential Tenancies* for the hearing and \$20.00 for a previous hearing that was discontinued, and she is seeking to be reimbursed in full. The landlord submitted a copy of the receipts to support the claim (LL#18).

Analysis

12. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

13. In accordance with Section 47 of the *Act* as stated above, an *Order* can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their inconveniences. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. I find that the items listed on the landlord's inconvenience ledger should have been listed as damages / losses to the landlord and shall be analyzed as such.

14. 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; and*
- *The value to repair or replace the damaged item(s)*

15. Each item is analyzed as follows:

Item # 1: Broken security camera (\$264.41) – Based on the exhibit entered into evidence, I accept the landlord's testimony that someone tampered with the camera and as a result damaged it. I asked the landlord if she could definitively say that the tenant was the person who caused the damage to the camera, and she responded no. I asked the landlord if it was possible that one of the other tenants in the dwelling could have damaged the camera and she responded that it was unlikely. The landlord stated that she is confident that it was the tenant based on his hesitation with regards to the camera and based on the aggressive nature of his emails with regards to how the camera infringed on his privacy.

In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that the damage exists, however she failed to show that the tenant was negligent in causing the damage. I accept that the landlord believes that it was unlikely to be one of the other tenants in the dwelling who caused the damage and I also accept that the landlord feels confident that the respondent caused the damage. However, as the camera was located outside the unit, the onus is on the landlord to show without a doubt that the tenant was the one who caused the damage to the camera and as she was unable to do so, I find that the tenant is not responsible for the cost to replace the camera.

Item # 2: Broken closet door (\$200.00) – I accept the landlord’s testimony that the closet door was broken on the inside and had to be replaced and as the tenant was not present to dispute the claim, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the damage occurred during the tenancy.

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, closet doors last a lifetime. The landlord was able to show the cost to replace the closet door, and as such I find that the tenant is responsible for the cost to replace the closet door in the amount of \$180.11.

Item # 3: Replace wall plate (\$10.00) – I accept the landlord’s testimony that the wall plate was in perfect condition at commencement of the tenancy and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists and she was able to show that the tenant was negligent in causing the damage. The landlord failed to show the cost to replace the wall plate, however research shows that wall plates cost \$4.82 (research taken from www.kent.ca). I find that the tenant is responsible for the cost to replace the wall plate in the amount of \$4.82.

Item # 4: Replace 2 doorknobs (\$60.00) – I accept the landlord’s testimony that the tenant locked the doors without returning the keys, however changing locks to a unit when tenants vacate falls under the “*cost of doing business*” and for that reason, I find that the tenant is not responsible for the cost to replace the 2 doorknobs.

Item # 5: Paint and plaster (\$100.00) – I accept the landlord’s testimony and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, and she was able to show that the tenant was negligent in causing the damage to the bathroom wall and the bedroom walls. However I find that the landlord failed to show that the tenant was negligent in causing damage to the ceiling. The landlord stated that the tenant was uncooperative and as a result she was unable to deal with the moisture issue within the unit. I find that landlords have a responsibility to maintain the residential premises in a good state of repair and fit for habitation, and there are measures that a landlord can take to deal with uncooperative tenants. The only cost other than the ceiling paint that the landlord was able to show was the cost of the plaster in the amount of \$22.99. I find that the tenant is responsible for the cost of materials in the amount of \$22.99.

Item # 6: Labor fee (\$250.00) – Based on the landlord’s testimony and the exhibits entered into evidence, I accept that the landlord paid a labor charge of \$250.00 to have all the work completed. However, I do not accept that the tenant should be responsible to pay for labor charges associated with the plaster and paint work for the ceiling, changing out the doorknobs or removing the camera from the building. The question is how much time it took to complete that work. As the invoice does not have a breakdown of the time allocated for each job, an estimate will be used to calculate a fair and equitable amount for compensation. The landlord testified that it took the superintendent approximately 16 hours to complete all the work which means that he charged roughly \$16.00 per hour. I find that it is reasonable to deduct 4 hours for the work that was completed which this tribunal found the tenant not to be responsible for (ceiling repair and paint, changing out the doorknobs and removing the camera from the building). I find that the tenant is responsible for a total of 12 hours of labor at \$16.00 per hour for a total of \$192.00 to cover the cost of labor for the items that have been found to be the responsibility of the tenant.

Item # 7: Cleaning (\$200.00) – I asked the landlord how long it took the cleaner to clean the unit, and she responded that it took 2 days. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that the stove and the fridge

and the bathroom needed a deep cleaning, and I accept her testimony that other areas needed to be cleaned as well. The landlord was able to show a receipt for the cost to clean the unit, and as such, I find that the tenant is responsible for the cost to clean the unit in the amount of \$200.00

Item # 8: Dump fees and gas (\$50.00) – Based on the exhibits entered into evidence, I accept that the landlord had to remove at least 2 mattresses from the property, and I also accept that the dump fees alone equated to \$62.30 and that does not include gas consumption. For those reasons, I find that the tenant is responsible for the cost of dump fees in the amount of \$50.00 as sought by the landlord.

Item # 9: Loss of rental income (\$1075.00) – I accept the landlord's testimony that due to the patch work and cleaning that was required at the unit after the tenant vacated on the 1-August, the unit was not ready to re-rent immediately. I accept that if it took the superintendent 2 days to do the patch work and remove the garbage and if the cleaning was completed in a couple of days, then I accept that the unit could have been ready for viewing within a week to 10 days. I find that the landlord could have found a new tenant to take possession for the middle of the month and as such, I find that the tenant is responsible for the loss of ½ a month's rent in the amount of \$537.50.

Item # 10: Dispute resolution fees (\$40.00) – In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees and other administrative fees can be claimable costs. I accept that the initial filing fee for a previous hearing was a cost incurred by the landlord due to the actions of the tenant, and as such I find that the tenant is responsible for both dispute resolution fees in the amount of \$40.00.

Decision

16. The landlord's claim for compensation for damages and hearing expenses succeeds in the amount of \$1227.42.

Issue # 2: Security deposit applied against monies owed \$550.00

17. 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).*

18. As the landlord's claim for losses has been successful as per paragraph 16 above, I find that 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 rate for 2024-2025 is 1%.

Decision

19. The security deposit shall be applied against monies owed.

Summary of Decision

20. The tenant shall pay the landlord \$672.18 as follows:

Compensation for damages	\$1227.42
Less: security deposit & interest.....	555.24
Total	\$672.18

October 17, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office