

## Residential Tenancies Tribunal

Application 2025-0771-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:01 p.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 able to reach her by telephone at the start of the hearing, however the call got discontinued and I attempted to reach her again at which time I left a message with the toll-free conference number and granted her a 15-minute grace period to call into 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 she 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 her 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 16-October-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 \$2423.92
  - 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 \$2423.92

### Relevant Submission

10. The landlord testified that she was inconvenienced due to the actions of the tenant, and she is seeking a total of \$2423.92 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 fridge (\$200)
  - B. Doorknob replacement X2 (\$60)
  - C. Shower Head (\$80)
  - D. Paint and plaster (\$100)
  - E. Labour to carry out repairs (\$250)
  - F. Light switch (\$15)
3. Cleaning fee (\$200)
4. Dump drop off X2 including gas (\$50)
5. Flight to Newfoundland for landlord (\$353.92)
6. 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 fridge (\$200.00)** – The landlord testified that the outside handle to the freezer door of the refrigerator was cracked in half and removed from the door. The landlord also stated that the shelves from the interior of the freezer were broken. The landlord is seeking \$200.00 to cover the cost that she paid for the used refrigerator. The

landlord submitted a photograph of the exterior of the refrigerator (LL#4) and a copy of a receipt form [REDACTED] to support the claim (LL#5).

**Item # 2: Replace 2 doorknobs (\$60.00)** – The landlord testified that the tenant vacated the unit on 1-August and locked the keys inside the unit. The landlord testified that she had given the tenant an opportunity to return the keys, however the tenant decided to leave them inside the unit. The landlord is seeking \$60.00 to replace both locks to the unit and she submitted a copy of a receipt to support the claim (LL#6).

**Item # 3: Shower head (\$80.00)** – The landlord testified that the shower head from the bathroom shower was missing, and she amended her claim to seek \$62.69 to cover the cost to replace it. The landlord submitted a photograph to show the shower pipe without the head (LL#7) and an estimate of the cost to replace the shower head (LL#8).

**Item # 4: Paint and plaster (\$100.00)** – The landlord amended the amount sought for the cost of materials to repair the walls and paint from \$100.00 to \$85.00 and she testified that the unit needed plaster work in the hallway upstairs, the living room and the back porch areas due to holes, cracks and she stated that the walls also needed to be painted due to the repair work and the presence of nicotine on the walls and the ceiling in the master bedroom. The landlord is seeking \$85.00 to cover the cost of materials to complete the work. The landlord submitted photographs to support the claim (LL#9).

**Item # 5: 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#10).

**Item # 6: Light switch (15.00)** - The landlord testified that a light switch was missing and had to be replaced, and she is seeking \$15.00 to cover the cost to replace the light switch.

**Item # 7: Cleaning (\$200.00)** – The landlord testified that the unit needed to be cleaned as there was dirt left on the floors and a mess in the basement, garbage had to be removed from the premises, and animal feces and urine had to be removed from one of the bedrooms and a deep clean was required for that room. The landlord testified that the walls had to be washed down prior to repair work and painting due to the presence of nicotine and she is seeking to be paid for her time to clean the unit in the amount of \$200.00. The landlord submitted photographs to show the cleanliness of the unit and the nicotine on the walls and the ceiling (LL#11).

**Item # 8: Dump fees and gas (\$50.00)** – The landlord testified that the tenant left garbage behind in the unit and 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 used to make both trips. The landlord submitted a photograph of the garbage left behind to support the claim (LL#12) and a copy of a receipt for dump fees (LL#13).

**Item # 9: Flight (\$353.92)** – The landlord testified that her partner had to travel from Halifax to [REDACTED] to ensure that the property was safe as she felt that the unit was at an increased risk for aggression and the superintendent had declined any further dealings with the tenant. The landlord is seeking to be reimbursed for the cost of the airline ticket in the amount of \$353.92. The landlord submitted a copy of a receipt from *Air Canada* to support the claim (LL#14).

**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 held in August, and she is seeking to be reimbursed for both. The landlord submitted a copy of the receipts to support the claim (LL#15).

**Item # 11: Loss of rental income (\$1075.00)** – The landlord testified that she had given the tenant an eviction notice in July to vacate within 6 days and the tenant did not vacate the unit until 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.

## 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;*
- *The value to repair or replace the damaged item(s)*

15. Each item is analyzed as follows:

**Item # 1: Broken fridge (\$200.00)** – Based on the exhibit entered into evidence, I accept that the handle to the freezer portion of the refrigerator was broken 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 testified that the shelves inside the freezer were also broken, however the landlord failed to show that the damage exists, and as such shall not be awarded compensation for the broken shelves. I asked the landlord the age of the refrigerator and she responded that she did not know as she purchased the refrigerator used in September 2024 for \$200.00. Research shows that a handle for a Maytag top freezer refrigerator cost approximately \$69.32 (research taken from [www.partselect.ca](http://www.partselect.ca)). I find that the tenant is responsible for the cost to replace the broken handle in the amount of \$69.32.

**Item # 2: 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 # 3: Shower head (\$80.00)** – Based on the exhibits entered into evidence, and 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 was also able to show the cost to replace the shower head and for those reasons, I find that the tenant is responsible for the cost to replace the shower head in the amount of \$62.69.

**Item # 4: Paint and plaster (\$100.00)** – Based on 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. I asked the landlord when the last time was that the unit was painted and she responded that it was freshly painted in October 2024 just prior to the commencement of the tenancy. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property should be taken into consideration when awarding compensation for damages, however due to the nature of the damage to the walls and the amount of repair work required, I find that depreciation shall not be applied in this case. The landlord failed to show the cost of materials to repair the walls and paint, however based on the damage to the walls, I find that it is reasonable to expect that it would cost at least \$85.00 to cover the cost of materials and for that reason, I find that the tenant is responsible for the cost of paint and plaster in the amount of \$85.00.

**Item # 5: 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 her superintendent / contractor to have all the work completed. I asked the landlord how long it took the contractor to complete the work, and she responded that it took him 4-5 days. Due to the damage to the walls, I find that it is reasonable to expect that the labor charges to repair the walls and paint alone would cost at least \$250.00 and for that reason, I find that that the tenant is responsible for the cost of labor charges in the amount of \$250.00.

**Item # 6: Light switch (15.00)** – In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the damage exists, and for that reason, I find that the tenant is not responsible for the cost to replace the light switch.

**Item # 7: Cleaning (\$200.00)** – I accept that the landlord did the cleaning herself and washed down the walls and the ceiling in the master bedroom, and I asked her how long it took to complete the work, and she responded that it took her 2 full days. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the unit needed extensive cleaning, however she could show that there was dirt on the floor, garbage that had to be removed and walls and one ceiling that had to be washed down prior to painting .The exhibits entered into evidence show the need for minor cleaning and I find that it is reasonable to expect that it would take the landlord 6 hours to complete the work at the allowable rate of \$24.00 for a total of \$144.00. I find that the tenant is responsible for the cost of cleaning in the amount of \$144.00.

**Item # 8: Dump fees and gas (\$50.00)** – Based on the exhibits entered into evidence, I accept that the landlord had to remove garbage from the property, and I also accept that the dump fees alone equated to \$9.10 and that does not include gas consumption. The landlord could show that the distance to the landfill was 25km each way and with 2 trips, I find it is reasonable to expect that the gas consumption costs at least \$40.90. For those reasons, I find that the tenant is responsible for the cost of dump fees and gas consumption in the amount of \$50.00.

**Item # 9: Flight (\$353.92)** – I accept that the landlord was inconvenienced with the cost of an airline ticket for her partner at short notice, however the *Residential Tenancies Act, 2018* does not have a provision for landlords to claim costs for their inconveniences. Travelling to conduct landlord tenancy business falls under the “*cost of doing business*” and for those reasons, I find that the tenant is not responsible for the cost of the landlord’s partner’s flight.

**Item # 10: Dispute resolution fees (\$40.00)** – In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, 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, however as that hearing was held in August, the hearing expenses for that hearing would have had to be claimed as a hearing expense at that hearing. I find that the tenant is responsible for the dispute resolution fee for this hearing in the amount of \$20.00.

**Item # 11: Loss of rental income (\$1075.00)** – I accept the landlord’s testimony that due to the repair work to the walls and the painting and the 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 4-5 days to do the necessary work 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.

## Decision

16. The landlord’s claim for compensation for damages and hearing expenses succeeds in the amount of \$1218.51.

## 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 \$663.42 as follows:

Compensation for damages .....	\$1218.51
Less: security deposit & interest.....	555.09
Total .....	\$663.42

October 20, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office