

Residential Tenancies Tribunal

Application 2025-0839-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-October-2025 at 11:16 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.

Preliminary Matters

4. The tenants were 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 a pair of affidavits (LL#23) with their application stating that they had served the first tenant with notice of the hearing personally on 22-September-2025 at 12:15 pm and served the second tenant electronically on 22-September-2025 at 8:52 am. Proof of service was also provided (LL#24-LL#26). 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.

Issues before the Tribunal

5. Should the landlord's claim for damages succeed?
6. What is the proper disposition of the security deposit?

Legislation and Policy

7. 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

8. The landlords claim for \$10606.71 in damages, divided amongst 31 items. 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.
9. First, the landlord claims \$122.00 in cleaning supplies. The need for cleaning supplies is clearly demonstrated by LL#1-LL#22, photos of the premises from the day the landlords retook possession. These photos show the premises in an extremely unclean state. Receipts for the cost of cleaning supplies can be seen in LL#214 and LL#215 and add up to over \$122.00 (the landlords did not always include HST). This portion of the landlords' claim succeeds in the amount of \$122.00.
10. Second the landlords claim \$51.74 for the cost of a floor leveler. Photos provided throughout LL#101-LL#156 show damage to the flooring. The landlords testified that the flooring had to be replaced throughout the premises. Exhibits LL#1-LL#22 show that the floor throughout the premises has been covered in wet garbage (including urine and feces) of such a high volume that it must have accumulated over weeks if not months. This would naturally lead to the flooring being damaged throughout the premises. A receipt was provided (LL#217) showing that the leveller cost \$51.74. This portion of the landlords' claim succeeds in the amount of \$51.74.
11. Third, the landlords claim \$67.78 for the cost of marine paint. The landlords explained that this was necessary to create a seal to mitigate against the smell of urine, noted above. Receipt LL#216 shows the cost of the paint to be \$67.78. This portion of the landlords' claim succeeds in the amount of \$67.78.
12. Fourth, the landlords claim \$620.83 in paint and painting supplies. The need for this is shown in LL#101-156 generally, which show walls throughout the entire premises that have been scribbled on with markers or covered inexpertly in paint. The landlords testified that none of it came off with cleaning. Receipts LL#218 and LL#219 show that the paint and supplies cost more than \$620.83. In accordance with Policy 9-005, depreciation must be considered. Interior paint has a lifespan of about ten years. I judge the paint in this premises to be about three years old. $\$620.83 \times [(10 \text{ years} - 3 \text{ years}) / 10 \text{ years}] = \434.58 . This portion of the landlords' claim succeeds in the amount of \$434.58.
13. Fifth, the landlords claim \$1604.26 for the cost of laminate flooring and underlay. The need for this was demonstrated in paragraph 10 above. LL#225 shows that the cost was \$1604.26. This portion of the landlords' claim succeeds in the amount of \$1604.26.

14. Sixth, the landlords claim #137.95 for cushion floor and transition strips for the bathroom and porch. The need for these can be seen in LL#110, LL#124, and LL#152. Receipt LL#222 show the cost is \$137.95. This portion of the landlords' claim succeeds in the amount of \$137.95.
15. Seventh, the landlords claim \$707.95 for the replacement of damaged baseboards and trim. Damaged baseboards and trim can be seen throughout LL#101-152, particularly clearly in LL#134, LL#113, and LL#105. Receipts shown in LL#202 establish that the materials cost over \$707.95. This portion of the landlords' claim succeeds in the amount of \$707.95.
16. Eighth, the landlords claim \$57.50 for three doorknobs that were removed or destroyed by the tenants. The missing doorknobs can be seen in LL#103, LL#109, and LL#114. LL#223 shows a pair of receipts for, among other things, three doorknobs costing \$57.50. This portion of the landlords' claim succeeds in the amount of \$57.50.
17. Ninth, the landlords claim \$185.12 for materials to repair the damaged bathroom wall paneling and trim. This can be seen in LL#103, LL#106, and LL#113. LL#206 shows receipts for the cost of the materials with a cost totaling more than \$185.12. This portion of the landlords' claim succeeds in the amount of \$185.12.
18. Tenth, the landlords claim \$367.99 for the cost of replacing the bathroom vanity. Damage to the vanity can be seen in LL#104, LL#105, and LL#112. LL#205 is a receipt that shows replacing the vanity cost \$367.99. This portion of the landlords' claim succeeds in the amount of \$367.99.
19. Eleventh, the landlords claim \$17.25 for the replacement of the bathroom mirror. The landlords say that the mirror was dirty, not strictly damaged, but that the cost of replacement is lower than the cost of the labour that would have been required to clean it. Given the state of the bathroom (visible in LL#102-LL#117), I agree. LL#207 shows a receipt for the mirror for \$17.25. This portion of the landlords' claim succeeds in the amount of \$17.25.
20. Twelfth, the landlords claim \$61.99 for the replacement of the damaged bathroom cabinet. No photo evidence was provided of damage to the bathroom cabinets, and I therefore cannot assess the extent of the damages, if any. This portion of the landlords' claim fails.
21. Thirteenth, the landlords claim \$22.24 for the replacement of the toilet seat. LL#1 shows that the original toilet seat was replaced by one meant to aid in potty training a child, that seems to not quite fit the installed toilet. LL#208 is a receipt that shows the replacement toilet seat cost \$22.24. This portion of the landlords' claim succeeds in the amount of \$22.24.
22. Fourteenth, the landlords claim \$33.22 for the replacement of the bathroom light fixture. This can be seen in LL#116, covered in fly specks. The landlords argued, and I agree, that the cost of replacement is lower than the cost of the labour that would have been required to clean it. LL#204 shows a receipt that demonstrates the replacement of the

fixture cost \$33.22. This portion of the landlords' claim succeeds in the amount of \$33.22.

23. Fifteenth, the landlords claim \$1050.00 for the cost of the replacement fridge, stove, and dishwasher, which were purchased using Facebook marketplace. LL#125 shows that the fridge's seal has been torn off. The landlords testified that it rendered the device unusable. LL#156 shows that the stove is missing several important pieces such as drip bowls. LL#3 shows the dishwasher damaged in several places. Records of the payments made for the replacements, totaling \$1050.00, are included as LL#227 and LL#230. This portion of the landlords' claim succeeds in the amount of \$1050.00.
24. Sixteenth, the landlords claim \$113.85 for the replacement of the range hood. The range hood can be seen in LL#4 and is covered in fly specks. The landlords claim and I accept that in the condition it was in, the cost of replacement was lower than the cost of cleaning (particularly as a range hood must be disassembled and cleaned in parts). LL#220 shows the cost of the replacement range hood is \$114.99. This portion of the landlord's claim succeeds in the amount of \$113.85.
25. Seventeenth, the landlords claim \$68.99 for the replacement of the kitchen taps. No documentary evidence was provided showing damage to the kitchen taps, so I am unable to assess the extent of the damages. This portion of the landlords' claim fails.
26. Eighteenth, the landlords claim \$140.62 for the replacement of the bathroom and hall heaters. The landlords testified that these units were heavily contaminated with cat urine and turning them on set the urine burning. They can be seen in LL#115 and LL#138. LL#201 shows the cost of replacing the heaters was \$140.62. This portion of the landlords' claim succeeds in the amount of \$140.62.
27. Nineteenth, the landlords claim \$41.39 for the replacement of living room wall lights. These lights can be seen in LL#147 and LL#149. The landlord's explained that the lights no longer work, that they will flick on for a moment before going dark when the switch is flipped. With traditional lightbulbs, this behaviour is characteristic of a loose connection, which can be caused by water damage. Given the level of water damage throughout the premises I conclude on a balance of probabilities that this damage was caused by the tenants. LL#26 shows a receipt for the order of the replacements costing \$41.39. This portion of the landlords' claim succeeds in the amount of \$41.39.
28. Twentieth, the landlords claim \$56.09 for the cost of plumbing supplies necessary for repair of the bathroom, particularly the piping under the sink that was within the bathroom vanity discussed above in paragraph 18. Based on that evidence I am satisfied on a balance of probabilities that the need for plumbing supplies was a result of the tenant's wilful actions or negligence. LL#228 shows receipts which demonstrate that the plumbing supplies cost over \$56.09. This portion of the landlords' claim succeeds in the amount of \$56.09.
29. Twenty-first, the landlords claim \$23.90 for the repair of a shelf on the front porch. No documentary evidence was provided of this, and I am therefore unable to assess the extent of the damages. This portion of the landlords' claim fails.

30. Twenty-second, the landlords claim \$35.51 for replacement curtain rods. No photo evidence was provided showing the curtain rods with any detail. I am unable to assess the extent of the damages. This portion of the landlords' claim fails.
31. Twenty-third, the landlords claim \$183.94 for materials to repair the kitchen cabinets. Damage to the cabinets can be seen in LL#129-LL#140. LL#210-212 show the materials to repair the cabinets cost \$183.94. This portion of the landlords' claim succeeds in the amount of \$183.94.
32. Twenty-fourth, the landlords claim \$63.55 in waste management fees they were required to pay when disposing of the garbage left by the tenants in the premises. LL#1-LL#18 show the premises filled with garbage. LL#229 shows the waste management fees total \$63.55. This portion of the landlords' claim succeeds in the amount of \$63.55.
33. Twenty-fifth, the landlord claims \$500.00 for the cost of lawn mowing, floor removal, garbage pickup outside and in the shed, and removing the cabinet doors and baseboards. They testified that they paid \$500.00 in cash for a person to perform these tasks. LL#231 shows this person confirming receipt of same for this work. LL#19-LL#22 shows the garbage outside and in the shed as well as the overgrown lawn. Lawncare was the tenant's responsibility under the rental agreement (LL#27). I have already accepted that the tenants' wilful acts or negligence have caused the damage to the baseboards and cabinets. This portion of the landlords' claim succeeds in the amount of \$500.00.
34. The twenty-sixth through thirty-first portions of the landlords' claim for damages consist of claims of compensation for the landlords' own labour. Self-labour is compensable at the rate of minimum wage plus \$8.00/hour, for a total of \$24.00/hour. They claim 40 hours for cleaning throughout the premises. They claim 50 hours for replacing the flooring and trim throughout the premises. They claim 30 hours for repainting throughout the premises. They claim 16 hours for repairing the various items in the bathroom. They claim 24 hours for refinishing the kitchen cabinets. They claim 18 hours for trips to the waste disposal facility. I find all these claims reasonable given the extent of the work done. The work totals 178 hours. This portion of the landlords' claim succeeds in the amount of \$4272.00.
35. The landlords' claim for damages succeeds in the amount of \$10417.17.

Issue 2: Security Deposit

36. The landlords' claim was successful and they may therefore apply the security deposit against the sum owed. The security deposit in this case was \$400.00 received on 18-July-2024.
37. 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 a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the interest totals \$4.98.

Decision

- 38. The landlords' claim for damages succeeds in the amount of \$10417.17.
- 39. The landlords may apply the security deposit and interest, valued at \$404.98, against moneys owed.
- 40. The landlords' application was successful and they may therefore seek to be reimbursed for their hearing expenses. They seek only the \$20.00 application fee, which is granted.

Summary of Decision

41. The tenants shall pay to the landlords \$10032.19 as follows:

Damages.....	\$10417.17
Hearing Expenses.....	\$20.00
Less Security Deposit.....	(\$404.98)
Total.....	\$10032.19

28-October-2025
Date


Seren Cahill
Residential Tenancies Office