

Residential Tenancies Tribunal

Application 2025-0859-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 20-October-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended via teleconference.
3. The respondents, [REDACTED], [REDACTED], [REDACTED], [REDACTED] did not attend. [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. Three 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.
5. The landlords submitted affidavits with their application stating that they had served the tenants with the notice of hearing electronically via texts and email; and personally on 30-September-2025 and submitted proofs of electronic service (LL#1). The landlords stated that the phone numbers and email address they used for service were provided by the tenants in the rental agreement. The one tenant in attendance confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service. 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.
6. There was a fixed-term rental agreement which commenced on 15-February-2025 until 30-June-2025. However, as the term of this agreement was less than six months, I find that the parties were in a month-to-month relationship. Two tenants vacated the unit in the beginning of May-2025; another two tenants vacated on 30-June-2025. Rent was \$2100.00 per month due on 15th of each month. A security deposit was not collected.

Issues before the Tribunal

7. The landlords are seeking:
 - Rent paid \$2100.00;
 - Compensation paid for damages \$1078.00.

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 Policy* Section 9-3: Compensation for Damages to Rental Premises.

Issue # 1: Rent paid \$2100.00

Landlord's Position:

10. The landlords testified that according to their agreement, the tenants should have vacated the rental unit by the end of June-2025 and stated that the tenants did not pay rent for the month of June.

Tenant's Position:

11. The tenant explained that two other tenants vacated the unit without proper notice on 2-May-2025, and that he personally paid their portion of the rent for the month of May. He acknowledged that the rent for June was not paid.

Analysis

12. 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.
13. I accept that there was an agreement between the landlords and the tenants that the tenants vacate the rental unit by the end of June. I also accept that two tenants vacated the unit without providing proper notice in the beginning of May. I accept the tenant's testimony that he paid the other two tenants' portion of rent for the month of May; however, as he was not able to provide the proof of payment, I find that all the tenants are jointly responsible for the rent for the month of June. As the tenants were in joined tenancy, I find that all the tenants remain responsible for the rent for the month of June.

Decision

14. The landlords' claim for rent succeeds in the amount of \$2100.00.

Issue # 3: Compensation paid for Damages \$1078.00.

Relevant submissions:

15. The landlords are seeking compensations paid for damages as per damages ledger, see copy below:

1	BURNED COUNTERTOP (L SHAPE)	
2	2 FT. x 9 FT. & 2 FT. x 8 FT.	878.00
3	REPAINTING OF WALL & CEILING	200.00

#1: Countertop \$878.00

Landlord's Position:

16. The landlords are seeking compensation for damages to the L-shaped countertop in the kitchen, stating that it was burned.

Tenant's Position:

17. The tenant did not dispute that the damage existed. However, he stated that the damage occurred prior to the beginning of the tenancy in question. The tenant explained that there had been a fixed-term rental agreement between his employer company and the landlords, which began in the summer of 2024. He testified that during that period, he resided in the unit with another employees. When those tenants vacated the premises, he decided to remain in the unit and subsequently entered into a new tenancy agreement, along with three other individuals. The tenant claimed that the damage in the kitchen occurred during the previous tenancy. He testified that he had asked the landlords to inspect the unit at the beginning of the tenancy in question to identify any existing damages and asserted that the burned countertop was a pre-existing issue from a previous tenancy.

#2: Repainting the walls and the ceiling \$200.00

Landlord's Position:

18. The landlords are seeking compensation for the cost of paint, specifically four cans of paint in the amount of \$200.00. They stated that there was damage to the paint on the walls in the living room and further damage to the walls and ceiling in the basement. The landlords are seeking reimbursement for these costs to repair and repaint the affected areas.

Tenant's Position:

19. The tenant testified that he did not recall any damage in the living room. He did not deny that such damage may exist but stated that he was unsure. However, he recalled that the tenants who had resided in the basement constructed a temporary wall to divide the space between them. He believes that when that separation was removed, damage may have occurred to the walls and possibly to the ceiling.

Analysis

20. 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: Countertop \$878.00

21. I asked the landlords whether they provided any proof that the damage to the countertop occurred during the tenancy in question. The landlords agreed that the damage occurred

during the previous tenancy and confirmed that they did not submit any evidence to support their claim. As the landlords failed to establish that the respondents were responsible for the damage, I find that the landlord's claim fails.

#2: Repainting the walls and the ceiling \$200.00

22. I accept the tenant's statement that he believes that upon removing the temporary wall that had been constructed in the basement room, some damage could have occurred to the walls or ceiling. I asked if the landlords submitted any evidence to support their claim, and they stated that they can submit photographic evidence. As the evidence needs to be submitted to this Tribunal and to the other party at least three days prior the hearing, any evidence submitted by the landlords will not be analyzed for the purpose of this decision.

23. Therefore, I find that the landlords failed to provide supportive evidence to show that the damage to the walls and ceiling existed, and that it occurred during the tenancy in question, or to substantiate the cost of the paint. The landlords' claim for compensation related to the paint cost fails.

Decision

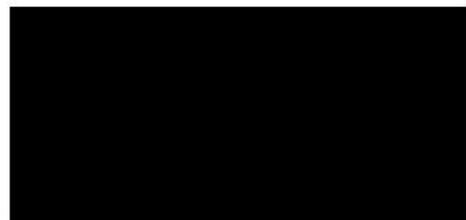
24. The landlord's claim for compensations paid for damages does not succeed.

Summary of Decision

25. The landlords' claim for rent succeeds in the amount of \$2100.00.

26. The landlords' claim for compensations paid for damages does not succeed.

October 29, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office