

## Residential Tenancies Tribunal

Application 2025-0934-NL

Seren Cahill  
Adjudicator

---

### Introduction

1. Hearing held on 10-November-2025 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who 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 an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 28-October-2025 at 12:20 pm. 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

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

## 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* (the *Act*).

### Issue 1: Unpaid Rent

9. The landlord's claim for \$2507.50 in unpaid rent, representing the entire monthly rent for the month of August. A rental ledger (LL#2) was provided in support of this. They explained that while the initial rent on the rental agreement (LL#3) was \$2450, the tenants later sought to have internet provided, which involved an extra fee of \$50/month plus HST. They testified that the tenants resided at the premises until 31-August-2025.
10. I accept the landlord's uncontradicted testimony. The landlord's claim for unpaid rent succeeds in the amount of \$2507.50.

### Issue 2: Damages

11. The landlord claims \$86.25 in damages as they say the tenants left the premises in an unclean state. This represents three person hours at a rate of \$25/hour, plus HST.
12. 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.
13. In this case, the landlord did not provide any documentary evidence showing the alleged uncleanliness. I am unable to assess the extent of the damages. Therefore, this portion of the landlord's claim fails.

### Issue 3: Security Deposit

14. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The security deposit is \$1835.00 and was received on 1-September-2024
15. 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 2024 and 2025. Calculated to the date of the hearing, this results in a total interest of \$21.91.

## Decision

16. The landlord's claim for unpaid rent succeeds in the amount of \$2507.50.
17. The landlord's claim for compensation for damages fails.

18. The landlord may apply the security deposit and interest, valued at \$1856.91, against moneys owed.

**Summary of Decision**

19. The tenants shall pay to the landlord \$650.59 as follows:

Damages.....	\$2507.50
Less Security Deposit....	-\$1856.91
Total.....	\$650.59

20-November-2025

Date



Seren Cahill  
Residential Tenancies Office