

## Residential Tenancies Tribunal

Application 2025-0936-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:54 p.m. on 15-December-2025.
2. The applicant, The [REDACTED], represented by [REDACTED] - Executor (LL#1), hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the hearing documents to the tenant personally at the residential premises on 3-December-2025 (LL#2). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a verbal month-to-month rental agreement which commenced roughly 4-5 years ago. Rent is \$1200.00 per month, due on the first day of each month. A security deposit of \$600.00 was paid roughly 4-5 years ago and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$5712.00 as per the application to \$7140.00 to include the months of November and December. Also, the landlord is seeking hearing expenses. The disposition of the security deposit shall be dealt with in this decision.

### Issues before the Tribunal

7. The landlord is seeking:
  - An order for vacant possession of rented premises
  - Rent paid \$7140.00
  - Compensation paid for damages \$3770.00
  - Hearing expenses \$20.00
  - Security deposit applied monies owed \$600.00

### 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 19: Notice where failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 9-3: Compensation for damages to rental premises, Section 9-5: Depreciation and life expectancy of property, and Section 12-1: Recovery of costs.

## **Issue # 1: Vacant Possession of the Rented Premises**

### Relevant Submission

10. The landlord submitted a copy of a termination notice with cause under Section 19: Notice where failure to pay rent. The notice is signed and dated for 1-October-2025, with a termination date of 12-October-2025 (LL#3).

### Landlord's and Tenant's Position

11. The landlord testified that rent is in arrears dating back to March 2025 and he stated that the estate is seeking vacant possession. The tenant did not dispute that he has not paid the unsubsidized portion of the rent since March 2025.

## **Analysis**

12. Section 19 of the *Residential Tenancies Act, 2018* states:

### ***Notice where failure to pay rent***

**19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),**

**(b) where the residential premises is**

- i. rented from *month to month*,**
- ii. rented for a fixed term, or**
- iii. a site for a mobile home, and**

***the amount of rent payable by a tenant is **overdue for 5 days or more**, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.***

**(4) In addition to the requirements under section 34, a notice under this section shall**

- a. be signed by the landlord;**
- b. state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and**
- c. be served in accordance with section 35.**

13. The tenant was in rent arrears in excess of the 5 days when the termination notice was served. On the date of termination, 12-October-2025 the tenant was still in arrears. In

accordance with Section 19 of the *Residential Tenancies Act, 2018* as stated above, the termination notice meets the requirements of the *Act* and is a valid notice.

**Decision**

14. The landlord’s claim for an order for vacant possession of the rented premises succeeds.

**Issue # 2: Rent Paid \$7140.00**

Relevant Submission

15. The landlord testified that rent is outstanding in the amount of \$7140.00 and he submitted a rental ledger to support the claim (LL#4). See breakdown of rental ledger below:

Rental Ledger 2025-0936-NL			
Date	Action	Amount	Total
August 31, 2025	Balance		\$4,284.00
September 1, 2025	Rent due	\$1,200.00	\$5,484.00
September 1, 2025	Payment	-\$486.00	\$4,998.00
October 1, 2025	Rent due	\$1,200.00	\$6,198.00
October 1, 2025	Payment	-\$486.00	\$5,712.00
November 1, 2025	Rent due	\$1,200.00	\$6,912.00
November 1, 2025	Payment	-\$486.00	\$6,426.00
December 1, 2025	Rent due	\$1,200.00	\$7,626.00
December 1, 2025	Payment	-\$486.00	\$7,140.00

Landlord’s and Tenant’s Positions

16. The landlord testified that rent is in arrears dating back to March 2025 and the current outstanding balance including the months of November and December is \$7140.00. The landlord stated that the estate is seeking rent to be paid in full. The tenant did not dispute that rent is in arrears since March 2025.

**Analysis**

17. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. The rental ledger is amended to show a daily rate for December as this tribunal does not consider future rent (see below).

Amended Rental Ledger 2025-0936-NL			
Date	Action	Amount	Total
October 1, 2025	Balance		\$5,712.00
November 1, 2025	Rent due	\$1,200.00	\$6,912.00
November 1, 2025	Payment	-\$486.00	\$6,426.00
December 1-15, 2025	Rent due (15 days)	\$591.75	\$7,017.75
December 1, 2025	Payment	-\$486.00	\$6,531.75

Daily rate: \$1200 x 12 mths = \$14400  
 \$14400 / 365 days = \$39.45 per day

18. I find that rent is outstanding up to and including 15-December-2025 in the amount of \$6531.75.

19. The tenant shall pay a daily rate of \$39.45 effective 16-December-2025, until such time as the landlord regains possession of the property.

### Decision

20. The landlord's claim for rent paid succeeds in the amount of \$6531.75.

### Issue # 3: Compensation paid for Damages \$3770.00

#### Relevant Submission

21. The landlord testified that there are damages to the unit that need to be repaired / replaced, and he stated that the estate is seeking \$3770.00 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#5). See copy of damages ledger below.

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	34x80 Steel Door c/w Box	\$870.00
2	1 EXTERIOR Lockset + DEAD BOLT	100.00
3	2ea - 32x80 HUNG INTERIOR DOOR	400.00
4	2ea - INTERIOR Locksets	100.00
5	2ea - INTERIOR DEAD BOLTS	200.00
6	1 EA 12x24 (APPROX)	300.00
7	LABOUR	1600.00
8	PAINT FOR INTERIOR DOOR	
9	AND TRIM	200.00

#### Landlord's and Tenant's Positions

22. The landlord and the tenant's position on each item as listed above is as follows:

**Item # 1: Replace exterior steel door (\$870.00)** – The landlord testified that the exterior door to the unit was damaged to the point of no repair, and he stated that the estate is seeking to have the door replaced in the amount of \$870.00. The landlord submitted a photograph of the damaged door (LL#6), and he stated that he obtained an on-line estimate from *Kent* to show the cost to replace the door.

The tenant did not dispute that the door was damaged. However, he disputed that he was responsible for the damage, and testified that the damage occurred on December 26, 2024 when he was randomly attacked at the premises at which time the attackers used an ice chopper to damage the door.

**Item # 2: Replace exterior lockset and deadbolt (\$100.00)** - The landlord testified that the exterior door also had damage to the lockset and the deadbolt, and he stated that the

estate is seeking to have both locks replaced in the amount of \$100.00. The landlord referenced the same photograph as in item #1 and stated that he obtained an on-line estimate from *Kent* to show the cost to replace the locks.

The tenant did not dispute that the lockset and deadbolt to the exterior door got damaged during the altercation; however, he testified that he purchased a new lockset from *Powell's* and installed it on the door.

**Item # 3: Replace 2 interior doors (\$400.00)** – The landlord testified that 2 interior doors to the unit were damaged to the point of no repair and needed to be replaced, and he stated that the estate is seeking to have the doors replaced in the amount of \$400.00. The landlord submitted a photograph of the damaged doors (LL#7) and stated that he obtained an on-line estimate from *Kent* to show the cost to replace the doors.

The tenant did not dispute that the interior doors were damaged. However, he disputed that he was responsible for the damages and testified that he witnessed a previous tenant kick in the doors and he stated that he made the late [REDACTED] aware of the incident.

**Item # 4: Replace 2 interior locksets and deadbolts (\$300.00)** – The landlord testified that 2 locksets and 2 deadbolts were missing from the interior doors, and he stated that the estate is seeking to have the locks replaced in the amount of \$300.00. The landlord referenced the same photographs as in item #3 and stated that he obtained an on-line estimate from *Kent* to show the cost to replace the locks.

The tenant did not dispute that the locksets and deadbolts were missing from the interior doors, however he disputed that he removed them, and he stated that the late [REDACTED] had removed them.

**Item # 5: Replace pane of glass (\$300.00)** – The landlord testified that a side window glass pane was broken when the tenant was attacked on December 26, 2024, and he stated that the estate is seeking to have the glass replaced in the amount of \$300.00. The landlord submitted a photograph of the damaged window (LL#8) and stated that he obtained an estimate from *Tulks Glass* to show the cost to replace the window glass pane.

The tenant did not dispute that the window glass pane got broken. However, he disputed that he was responsible for the damage and testified that the damage occurred on December 26, 2024 when he was randomly attacked at the premises.

**Item # 6: Labor costs (\$1600.00)** – The landlord testified that he received a quote to have all the repairs completed in the amount of \$1600.00 and he stated that the estate is seeking to be paid that amount.

The tenant disputed the landlord's claim for labor costs.

**Item # 7: Paint for interior doors (\$200.00)** - The landlord testified that paint will be required for the new interior doors, and he stated that the estate is seeking \$200.00 to cover the cost of the paint supplies. The landlord is seeking to be paid that amount.

The tenant disputed the landlord's claim for the cost of door paint.

## Analysis

23. 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;*
- *The value to repair or replace the damaged item(s)*

24. The tenant was not served with the photographs (evidence) by the landlord, and procedurally, failing to disclose evidence can sometimes be grounds to reject it, however in this case, the tenant did not dispute the damage nor the extent of the damage, therefore allowing the evidence did not cause any prejudice to the tenant. Each item is analyzed as follows:

**Item # 1: Replace exterior door (\$870.00)** – I accept that the tenant did not physically damage the door, however he did not dispute that the damage occurred on December 26, 2024, during an altercation. The tenant claimed that the attack was a random attack against him late at night, and he stated that he was not responsible for what happened to the exterior door. The landlord stated that he has reason to believe that the attack was targeted, as the *Police* had been called, and his late father had a conversation with the *Police* at that time. In accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant is responsible for the damage to the door as tenants can be found responsible when the damage results from events connected to the tenant, even if caused by a third party. I find that based on the balance of probabilities the incident was connected enough to the tenant that responsibility should fall on him.

I asked the landlord the age of the door and he responded that it was 2 years old and as the landlord failed to provide a written estimate of the cost to replace the door, research shows that a 34 x 80 vinyl door without a window cost approximately \$545.10 (research taken from [www.homedepot.com](http://www.homedepot.com)). Section 9-5 of the *Policy*: Depreciation and life expectancy of property, exterior vinyl doors have a life expectancy of 20 years and as the door was only 2 years old, there is approximately 90% of the doors life span remaining. I find that the tenant is responsible for the cost to replace the exterior door in the amount of \$490.59 ( $\$545.10 \times 90\%$ ).

**Item # 2: Replace exterior lockset and deadbolt (\$100.00)** – I accept the tenant's testimony that he replaced the damaged lockset to the exterior door. The tenant did not dispute the damage to the deadbolt and in accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant is responsible for the cost to replace the deadbolt to the exterior door.

The deadbolt is 2 years old and as the landlord failed to provide a written estimate of the cost to replace the deadbolt, research shows that a deadbolt cost approximately \$68.99 (research taken from [www.kent.ca](http://www.kent.ca)). Section 9-5 of the *Policy*: Depreciation and life expectancy of property, states that depreciation shall be taken into consideration when awarding compensation. Research shows that a deadbolt has a life expectancy of approximately 11 years and as the deadbolt was only 2 years old, there is approximately 82% of the deadbolt's life span remaining. I find that the tenant is responsible for the cost to replace the deadbolt to the exterior door in the amount of \$56.57 ( $\$68.99 \times 82\%$ ).

**Item # 3: Replace 2 interior doors (\$400.00)** – I asked the landlord when he first noticed the damage to the interior doors, and he responded that he was in the unit in the summer of 2024 at which time the tenant was the only occupant in the residence and he stated that he cannot recall seeing the damage to the doors at that time. The tenant disputed the landlord's statement and testified that a previous tenant damaged the interior doors by kicking them in and he testified that he witnessed the incident and had made the late Mr. [REDACTED] aware of what happened. I accept the testimony of the tenant and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the tenant was responsible for the damage to the interior doors. I find that the tenant is not responsible for the cost to replace the interior doors.

**Item # 4: Replace 2 interior locksets and deadbolts (\$300.00)** – I accept the tenant's testimony that he did not remove the locks from the interior doors and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the tenant was responsible for removing the locks. I find that the tenant is not responsible for the cost to replace the locksets and the deadbolts to the interior doors.

**Item # 5: Replace pane of glass (\$300.00)** – I accept that the tenant did not physically damage the pane of glass to the side window, however he did not dispute that the damage occurred on December 26, 2024, during an altercation. The tenant claimed that the attack was a random attack against him late at night, and he stated that he was not responsible for what happened to the window glass pane. The landlord stated that he has reason to believe that the attack was targeted, as the *Police* had been called, and his late father had a conversation with the *Police* at that time. In accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant is responsible for the damage to the window as tenants can be found responsible when the damage results from events connected to the tenant, even if caused by a third party. I find that based on the balance of probabilities the incident was connected enough to the tenant that responsibility should fall on him.

Section 9-5 of the *Policy*: Depreciation and life expectancy of property, states that depreciation shall be taken into consideration when awarding compensation for damages. Window glass panes can last a lifetime and as there is no evidence to show the cost to repair the glass, I find that it is not unreasonable to expect that it would cost \$300.00 to have the window glass pane replaced. I find that the tenant is responsible for the cost to replace the window glass pane in the amount of \$300.00.

**Item # 6: Labor costs (\$1600.00)** – As the landlord's claim to replace the exterior door, the deadbolt and the window glass pane has been accepted, I find that it is fair to award monies for the cost of labor to complete the work. I find that the quote from *Tulk's Glass* would include the cost of labor to install the glass pane, thus labor has been awarded for that item. As for the exterior door and the deadbolt, I find that 6 hours of labor is reasonable, and research shows that the average wage of a contractor in NL is approximately \$48.00 per hour, and as such, I find that the tenant is responsible for the cost of labor in the amount of \$288.00 (\$48.00 x 6 hrs).

**Item # 7: Paint for interior doors (\$200.00)** - As the landlord's claim to replace the interior doors does not succeed, I find that the tenant is not responsible for the cost of paint for the interior doors.

## Decision

25. The landlord's claim for compensation paid for damages succeeds in the amount of \$1135.16.

#### **Issue # 4: Hearing expenses \$20.00**

##### **Analysis**

26. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt (LL#9). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

##### **Decision**

27. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

#### **Issue # 5: Security deposit applied against monies owed \$600.00**

##### **Analysis**

28. 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).*

29. The landlord's claim for losses has been successful as per paragraphs 20, 25 and 27 above, and as such 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 2021-2023 was 0% and is currently 1% for 2024-2025. **Note:** as the date of payment is unknown, the interest shall be estimated going back 5 years from the date of the hearing.

**Decision**

30. The security deposit plus interest shall be applied against monies owed.

**Summary of Decision**

31. The tenant shall pay the landlord \$7075.17 as follows:

Rent paid .....	\$6531.75
Compensation for damages .....	1135.16
Hearing expenses .....	20.00
Less: security deposit .....	600.00
Less: estimated interest .....	11.74
 Total .....	 \$7075.17

32. The tenant shall pay a daily rate of rent beginning 16-December-2025 of \$39.45, until such time as the landlord regains possession of the property.

33. The tenant shall vacate the property immediately.

34. The tenant shall pay to the landlord any costs charged to the landlord by the Office of the High Sheriff should the landlord be required to have the Sheriff enforce the attached Order of Possession.

35. The landlord will be awarded an Order of Possession.

December 24, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office