

## Residential Tenancies Tribunal

Application 2025-1004-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 2-December-2025 at 9:15 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, were represented at the hearing by [REDACTED] who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

### Procedural History

4. The tenant was 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#78) with their application stating that they had served the tenant with notice of the hearing electronically on 20-November-2025 at 2:11 pm. Proof of service was also provided (LL#79). 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.
5. The landlord submitted their application as a request for possessions returned and compensation for damages. After reviewing their application, I find that all items are a better fit for the compensation for damages category. "Possessions returned" is generally used by tenants looking to have specific items left on the rental premises returned to them from landlords. Additionally, after hearing the landlord's evidence, I think it is unlikely the tenant still has possession of these items.
6. There were some inconsistencies regarding the landlord's claim for damages. An updated damages ledger was provided showing a total damages claim of \$8550.00 was provided in addition to the claim for possessions returned valued at \$3670.00. However,

the application that was served on the respondent listed a total claim of \$8970.00. The respondent is entitled to be aware of the amount at stake. Therefore, the amount awarded can exceed \$8970.00.

### **Issues before the Tribunal**

7. Should the landlord's claim for damages succeed?

### **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: Damages**

9. The landlords claim damages in the amount of \$8970.00 for compensation for damages, divided amongst 18 items. Each item will be dealt with separately below. 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.
10. First, the landlords claim \$550.00 for labour and materials for a replacement basement door. This item was previously claimed in a separate hearing between the parties before this tribunal, and a decision was released (see 2024-1202-NL). In accordance with the principle of *res judicata*, a party cannot re-litigate a claim or issue already decided in the appropriate forum. This portion of the landlord's claim has already been ruled on and cannot be considered again.
11. Second, the landlord claims \$200.00 for a broken bedroom door/doorway. LL#11 and LL#12 show the damaged doorway with a clearly visible crack, broken hinge, and other deficiencies. No evidence was provided showing the cost of a replacement interior door. I accept that for a beginner handyperson, replacing an interior door and frame should take about 3.5 hours. The rate for self-labour is minimum wage +\$8/hour or \$24.00/hour. This portion of the landlords' claim succeeds in the amount of \$84.00.
12. Third, the landlords claim \$300.00 for the replacement of the broken front door frame. This can be seen in LL#15 with clearly visible damage to the frame. LL#44-48 show a contractor quoting the price of replacing an exterior door frame as being about \$300.00. This portion of the landlords' claim succeeds in the amount of \$300.00.
13. Fourth, the landlords claim \$870.00 for the replacement of the broken kitchen door and frame. These can be seen in LL#16 and LL#17 with clearly visible cracks. LL#10 shows the cost of a replacement exterior door as being \$802.70 after taxes. The cost of labour for installation would exceed the remaining difference between the amount claimed and the cost of the part, as shown in the paragraph above. This portion of the landlords' claim succeeds in the amount of \$870.00.

14. Fifth, the landlords claim \$200.00 for the replacement of a broken dryer. LL#18 shows the damaged dryer, which has several major dents and is missing a dial. This was a used dryer of an unknown age. LL#19 shows a similar second-hand dryer of comparable quality priced at \$200.00. This portion of the landlords' claim succeeds in the amount of \$200.00.
15. Sixth, the landlords claim \$750.00 for the cost of replacing tiles for the bathroom. LL#20, LL#38, and LL#72 show the bathroom wall tiles have been cracked and removed from the wall. The photos show various stages of this process LL#29 shows the materials cost \$253.56. He testified that the labour took more than 16 hours (at \$24.00/hour for self labour), which I accept. This portion of the landlords' claim succeeds in the amount of \$637.56.
16. Seventh, the landlords claim \$500.00 for the cost of filling holes left from the installation of heat pumps which were removed by the tenant, as found in 2024-1202-NL. The landlord's testimony confirms that this damage was not caused by a wilful or negligent act of the tenants. This portion of the landlords' claim fails.
17. Eighth, the landlords claim \$400.00 for the cost of repairing water damage to the ceiling of the basement. This damage can be seen in LL#34. LL#22 shows that the replacement tiles cost \$20.68 after tax each. The landlord testified that 20 were required. This portion of the landlords' claim succeeds in the amount of \$400.00.
18. Ninth, the landlords claim \$50.00 for the cost of replacing a broken Ground-Fault Circuit Interrupter outlet in the bathroom. This can be seen in LL#39 with a clearly visible crack. LL#41 shows that the cost of a replacement GFCI outlet is \$29.89. I accept that installing this will take a half hour, or \$12.00 at the self labour rate. This portion of the landlords' claim succeeds in the amount of \$41.89.
19. Tenth, the landlords claim \$1850.00 for lost rent, as he testified, he was unable to rent the premises for 40 days due to the need for repairs. Given the extensive damage shown in the landlord's evidence, I accept that it would take at least 40 days to complete repairs. The rent was set at \$1450/month. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is  $\$1450/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$47.67/\text{day}$ . Multiplying this by 40 results in a total of \$1906.85. However, in the interest of procedural fairness, this tribunal will not award more than the amount claimed. The landlords' claim succeeds in the amount of \$1850.00.
20. Eleventh, the landlords claim \$600.00 for the cost of replacing damaged laminate flooring. The damage to the flooring can be seen particularly well in LL#67-LL#71. LL#76 shows the cost of replacement flooring to cost \$2.284 per square foot. The landlord testified that 270 square feet needed to be replaced, and LL#40, a video, supports this. The landlord testified that he replaced the laminate flooring with a cheaper vinyl flooring to account for depreciation though, because he bought the house in 2022, he does not know the age of the laminate. I accept his testimony and estimate as to the value of the replaced flooring. This portion of the landlords' claim succeeds in the amount of \$600.00.

21. Twelfth, the landlords claim \$60.00 for the replacement of a broken thermostat. No documentary evidence was provided showing the damage to the thermostat. This portion of the landlords' claim fails.
22. Thirteenth, the landlords claim \$900.00 for the removal of garbage and cleaning. The landlord claims cleaning the premises took 55 hours. Given the evidence the landlord provided, I accept this as reasonable. This portion of the landlords' claim succeeds in the amount of \$900.00.
23. Fourteenth, the landlords claim \$1000.00 for the cost of mold remediation in the basement. No documentary evidence was presented as to the cost of mold remediation. This portion of the landlords' claim fails.
24. Fifteenth, the landlords claim \$3000.00 for the cost of a heat pump he says the tenant removed from the inside of the unit. Evidence of the removed unit can be seen in LL#64, which shows where it was on the wall. An impression from the unit has been left in the paint and there is a hole in the wall where it would have been connected. LL#2 and LL#43 show that the replacement would cost \$2989.99. Obviously, the cost of the labour would exceed the remaining difference. The landlords' claim succeeds in the amount of \$3000.00.
25. Sixteenth, the landlords claim \$410.00 for replacement curtains and curtain rods. A amount for a missing curtain and rod can be seen in LL#13, LL#14, and LL#29. LL#3 shows the cost of a replacement curtain is \$32.17 and LL#48 shows the cost of a replacement equivalent curtain rod is \$45.97. This portion of the landlords' claim succeeds in the amount of \$234.42.
26. Seventeenth, the landlords claim \$200.00 for the cost of replacing a missing dehumidifier. The landlord testified, and I accept, that the tenant removed a dehumidifier from the premises. LL#63 shows conversations about the dehumidifier between the parties. LL#6 shows that the cost of a replacement equivalent dehumidifier is \$310.49, taxes in. The landlord testified that he only claimed \$200.00 to account for depreciation, and I accept his evidence. This portion of the landlords' claim succeeds in the amount of \$200.00.
27. Eighteenth and finally, the landlord claims \$60.00 for the cost of missing smoke alarms. No evidence was provided showing the missing smoke alarms, so this portion of the landlords' claim fails.

### Decision

28. The landlords' claim succeeds in the amount of \$8970.00 (see paragraph 6 above).

### **Summary of Decision**

29. The landlords' claim succeeds in the amount of \$8913.15.
30. The landlords' claim was successful and they may therefore claim their reasonable hearing expenses. They claim only the \$20.00 application fee, which is granted.

31. The tenant shall pay to the landlords \$8913.15 as follows:

Damages.....	\$8913.15
Hearing Expenses.....	\$20.00
Total.....	\$8933.15

24-December-2025

Date



Seren Cahill  
Residential Tenancies Office