

## Residential Tenancies Tribunal

Application 2025-1012-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 13-January-2026 at 9:17 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference alongside his representative [REDACTED].
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, did not attend.

### Procedural History

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#1 and LL#2) with their application stating that they had served the tenants with notice of the hearing electronically on 29-December-2024 at 9:25 am and 2:35 pm. Proof of service was also provided (LL#3 and LL#4). 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 landlords listed "rent paid \$48700" under remedies sought on the application. It was clarified at the hearing that this was a misunderstanding, and they wrote the amount of rent paid to date. The actual amount of rent sought was \$2250.00.

### Issues before the Tribunal

6. Should the landlord's claim for unpaid rent succeed?
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: Unpaid Rent

9. The landlord claims unpaid rent in the amount of \$2250.00. This represents half the monthly rent of \$1500.00/month for the month of October and the full monthly rent for the month of November, when the tenants vacated. They testified that the tenants left without notice.
10. I accept the landlord's uncontested testimony. The landlord also testified that the rent had been \$1000.00/month until October-2024, at which point he raised the rent to encourage the tenants to leave due to a problematic new arrival. He said this person arrived that same month. I can infer that no valid notice of rental increase was provided, as required by s. 16(3)(b) of the *Act*. The rent therefore remains at \$1000.00/month. As the tenants paid \$750.00 in October 2024, they owe a remainder of \$250.00 for that month and an additional \$1000.00 for the month of November-2024.

### Decision

11. The landlord's claim for unpaid rent succeeds in the amount of \$1250.00.

### Issue 2: Damages

12. The landlord claims \$12804.08 in damages, divided amongst 40 separate items. For brevity, I have collapsed related items together to create 16 items. Each of these 16 items will be dealt with 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.
13. First, the landlord claims \$1167.41 in materials (ledger items 1, 5, 7, 13 and 16) and \$820.00 in labour to replace damaged vinyl flooring and plywood subfloor in the kitchen and the bedrooms, as well as damaged vinyl flooring in the back porch. The landlord testified that all flooring in the building had been replaced in 2020. LL#5 shows photos that the landlord took after the tenants moved out on 4-November-2025. The kitchen flooring can be seen in LL#5 pages 4, 8, and 22. The back porch flooring can be seen in LL#5 pages 8 and 13. The landlords testified that the flooring was torn and water damaged, and evidence of this can be seen in the photos. The bedroom flooring can be seen throughout LL#5, particularly pages 3, 6, and 10. The subfloor can be seen in LL#5 page 14, clearly damaged by water. LL#6 page 2 shows that the materials cost was \$1197.71.

14. Self-labour is compensable by policy at the self-labour rate of \$24.00, this being \$8.00/hour plus the minimum wage. At this rate, a claim of \$820.00 would represent a little over 34 hours of labour, which I find reasonable for the task of replacing most of the flooring and much of the subfloor in the premises.
15. Depreciation must be factored in. Vinyl flooring has a life expectancy of about 35 years, and this flooring is about six years old. The formula for determining value following depreciation is therefore  $(35 \text{ years} - 6 \text{ years}) * (\$1197.71 + \$820.00) / 35 \text{ years} = \$1671.82$ . This portion of the landlord's claim succeeds in the amount of \$1671.82.
16. Second, the landlord claims \$289.00 in materials and \$100.00 in labour to replace damaged kitchen taps. LL#5 page 46 shows the taps. They look to be in poor condition. The landlord testified that the taps were not functional when they took the pictures, which is presumably why the tenants ran a hose from the water hookup to the washer over the kitchen countertop to the sink. The hose can be seen in various photos including LL#5 page 46. LL#6 page 1 shows the replacement kitchen taps cost \$289.00. \$100.00 in labour represents just over four hours at the self-labour rate, which I accept as reasonable in the circumstances.
17. Kitchen taps last about fifteen years. The landlord testified that they were unsure when the taps were installed, but it was sometime during the tenancy, which ran from 1-May-2020 to 3-November-2024. I estimate the taps at about 3 years old. Accounting for depreciation, then, this portion of the landlord's claim succeeds in the amount of \$311.20.
18. Third, the landlord claims \$717.00 in materials and \$150.00 in labour to replace damaged laminate flooring and underlay in the living room and hallway. This can be seen in LL#5 page 12. The borders between the laminate pieces seem to be peeling up in the way characteristic of water-damaged laminate. LL#6 page 2 shows that the materials cost \$755.55. \$150.00 at the self-labour represents 6 hours and 15 minutes, which I find reasonable for this task.
19. Laminate flooring is durable, but not as much as waterproof vinyl, particularly in Newfoundland's humid climate. It has an average life expectancy closer to 17 years. The value of the work after depreciation is therefore \$585.94, and this portion of the landlord's claim succeeds in that amount.
20. Fourth, the landlord claims \$322.48 in materials and \$275.00 in labour to replace damaged MDF baseboard throughout the premises. The damaged baseboards can be seen throughout LL#5, The landlord testified and I accept that they were damaged by excessive moisture. LL#6 page 2 shows the materials cost \$445.05. The labour claim represents just under 11.5 hours, which I find reasonable for replacing almost all of the baseboard in the premises.
21. MDF baseboard has a life expectancy of about ten years. The baseboard was last updated with the flooring about 6 years ago. Therefore, after depreciation this portion of the landlord's claim succeeds in the amount of \$288.02.

22. Fifth, the landlord claims \$1100.00 in materials and \$50.00 in labour to replace five damaged interior doors. The doors can be seen in LL#5 page 9, 17, 18, 20, and 48. Each door seems to have significant damage at the bottom. The nature of the damage seems to suggest they were damaged by water, chewed on by pets, or both. LL#6 page 1 shows that the doors cost \$1265 in material. \$50.00 represents just over two hours of labour, which is reasonable for replacing five doors. Interior doors (excepting French doors, which these are not) have a lifetime life expectancy, so depreciation does not apply. This portion of the landlord's claim succeeds in the full amount of \$1150.00.
23. Sixth, the landlord claims \$131.19 in materials and \$150.00 in labour to replace damaged doorframes. These can be seen in LL#5 page 12, 24, 28, 39, and 40, all with visible damage. LL#6 page 2 shows the cost of the materials was \$186.28. \$150.00 in labour represents 6 hours and 15 minutes of labour, which is reasonable.
24. MDF door casings like these last about 15 years. Accounting for depreciation, the landlord's claim succeeds in the amount of \$201.77.
25. Seventh, the landlord claims \$85.00 for the cost of a replacement baseboard heater, which they say was no longer working. It can be seen in LL#5 page 5, looking dirty and attached to a wall that appears to be heavily water damaged at the height of the heater. No evidence was provided showing the cost of the heater, so this portion of the landlord's claim fails.
26. Eighth, the landlord claims \$45.00 for the cost of a replacement thermostat. No documentary evidence of the thermostat was provided. Accordingly, this portion of the landlord's claim fails.
27. Ninth, the landlord claims \$431.84 in materials and \$880.00 in labour to repair damaged walls. The landlord testified that because of the extensive water damage, which can be seen throughout LL#5, Gyproc had to be cut a foot above the floor throughout the building. This tribunal is aware that such remedies are often necessary when excessive moisture has been left untreated for some time to remedy mold. Significant mold can be observed in LL#5 page 5. An invoice was provided showing that the labour for this task, including removal, installation, plastering and painting cost \$880.00. LL#6 page 1 shows the materials cost \$496.80. Depreciation does not apply as drywall should last a lifetime. This portion of the landlord's claim succeeds in the full amount claimed of \$1311.84, as we cannot award more than the amount claimed.
28. Tenth, the landlord claims \$259.00 in materials and \$50.00 in labour to replace a damaged toilet. The toilet can be seen in LL#5 pages 7, 11, and 42. The lid of the toilet tank is missing, it has been cracked, and the landlord testified that the inside was in poor repair, requiring replacement. LL#6 page 1 shows the replacement toilet cost \$297.85. The \$50.00 for labour represents just over two hours of work, which is reasonable. Depreciation does not apply as, while the contents of a toilet tank may require some minor maintenance, a toilet should nonetheless have an unlimited lifespan. This portion of the landlord's claim succeeds in the full amount of \$309.00.
29. Eleventh, the landlord claims \$900.00 in materials and \$200.00 in labour to replace a damaged bathtub. Damage to the bathtub can be seen in LL#5 page 34, including

several cracks and holes. LL#6 page 1 shows the replacement tub cost \$1035.00. \$200.00 in labour represents 8 hours and 20 minutes of labour, which I find reasonable. Like a toilet, depreciation does not apply to a bathtub. This portion of the landlord's claim succeeds in the full amount of \$1100.00.

30. Twelfth, the landlord claims \$379.00 in materials and \$50.00 in labour to replace a damaged kitchen vanity. The vanity can be seen in LL#5 page 7, but I cannot identify any damage from the photo. Therefore, this portion of the landlord's claim fails.
31. Thirteenth, the landlord claims \$775.00 in labour for the disposal of garbage. This garbage can be seen in LL#5 pages 29-34 and includes several bulky items. The landlord says this took two men three trips to the garbage disposal facility, which is about 15 km away. This would be about 4.5 person hours spent on driving alone, and about another 6 on loading and unloading, which amounts to \$252.00 at the self-labour rate. Adding in vehicle wear and tear at the provincial government basic rate adds only another ~12 dollars. I accept that there were certainly also waste disposal fees but without evidence to support their cost I cannot award them. This portion of the landlord's claim succeeds in the amount of \$264.00.
32. Fourteenth, the landlord claims \$189.00 in materials and \$100.00 in labour to replace damaged bathroom taps. No documentary evidence was provided showing the damage to the taps, so this portion of the landlord's claim fails.
33. Fifteenth, the landlord claims \$3498.01 to replace damaged kitchen cabinets. The cabinets can be seen in LL#5 pages 4 and 5, but there is no obvious damage. This portion of the landlord's claim therefore fails.
34. Sixteenth and finally, the landlord claims \$400.00 for the repair of a damaged stove, which was originally omitted from their damages ledger but included in their evidence. Given that the claim thus far has not exceeded the amount claimed on the application served on the tenants, I see no prejudice to the tenants in considering it. The stove can be seen in LL#5 page 21 in obviously poor repair, missing the entire front panel. LL#6 page 5 shows a receipt for a used electric stove at the cost of \$400.00. As the replacement is a used model of unknown age, believed to be roughly equivalent to the previous stove, depreciation does not apply. This portion of the landlord's claim succeeds in the amount of \$400.00.

### Decision

35. The landlord's claim for compensation for damages succeeds in the amount of \$7593.59.

### **Summary of Decision**

36. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted, and the \$6.04 cost of a copy of the *Act*, which is not granted. A paper copy of the *Act* is not strictly required for a hearing, and landlords would be well-advised to have a copy regardless.

37. The tenants shall pay to the landlord \$8863.59 as follows:

Unpaid Rent.....\$1250.00  
Damages.....\$7593.59  
Hearing Expenses.....\$20.00  
  
Total.....\$8683.59

5-February-2026  
Date



Seren Cahill  
Residential Tenancies Office