

Residential Tenancies Tribunal

Application 2025-1013-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 17-December-2025.
2. The applicant, [REDACTED], 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 tenant with the notice of hearing personally at [REDACTED] on 10-November-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 1-April-2022. The tenant vacated the unit on 13-October-2024. Rent was \$900.00 per month, due on the 1st day of each month. A security deposit was never paid.
6. The landlord amended the application to omit validity of termination notice and to omit repairs made.
7. The tenant’s exhibits were not entered into evidence as they were not served upon the landlord.

Issues before the Tribunal

8. The landlord is seeking:
 - Rent paid \$1800.00
 - Compensation paid for damages \$4601.12
 - Utilities paid \$1095.28

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following Sections of the *Residential Tenancies Policy Manual*: Section 9-3: Damages to rented premises and Section 9-5: depreciation and life expectancy of property.

Issue # 1: Rent Paid \$1800.00

Landlord's and Tenant's Positions

11. The landlord testified that the tenant vacated the unit on 13-October-2024 without paying rent for the month of October and he stated that he is seeking rent to be paid in full for that month in the amount of \$900.00. The landlord is also seeking loss of rental income for the month of November due to damages to the unit in the amount of \$900.00 for a total of \$1800.00.
12. The tenant did not dispute that rent is outstanding for the month of October, and she testified that she entered into a mutual agreement with the landlord to terminate the tenancy on 15-October-2024. The tenant stated that she held back the rent for the 15 days in October as she was never reimbursed for the time that she put into the unit while doing the renovations and for having to reside in a residence that contained mold. The tenant also disputed that she should be responsible for any loss of rental income.

Analysis

13. 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. I asked the landlord if he entered into an agreement with the tenant to end the tenancy on 15-October and he responded that he did. I accept that the tenant was not reimbursed for her time to undergo renovations; however, there was never an agreement that monies would change hands for her time to complete the work. I also accept the tenant's testimony that there was a presence of water and mold in the basement area, however there are remedies to deal with repairs required to a unit during a tenancy.
14. I accept the landlord's testimony that the tenant approached him and asked if she could renovate the unit, and I also accept the landlord's rationale that the low rate of rent was a gesture for time spent working on the unit. I find that the tenant is responsible for rent for the period of 1-October to 15-October in the amount of \$450.00. As for the loss of rental income, I find that the damages awarded as seen further in this decision warrants a loss of rental income for $\frac{1}{2}$ a month in the amount of \$450.00. I find that the tenant is responsible for rent paid and for the landlord's loss of rental income in the amount of \$900.00.

Decision

15. The landlord's claim for rent paid succeeds in the amount of \$900.00.

Issue # 2: Compensation Paid for Damages \$4601.12

Relevant Submission

16. The landlord testified that there were damages to the unit which needed repairs / replacements, and he is seeking \$4601.12 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#2). See breakdown of damages ledger below:

| Damages Ledger 2025-1013-NL | | |
|---|------------|------------|
| Damages / losses | Amount | Total |
| Replace closet door in master bedroom | | \$0.00 |
| Repair & paint ceiling in spare bedroom | | \$0.00 |
| Repair & paint main floor area | | \$0.00 |
| Repair & paint wall in living room | | \$0.00 |
| Replace door & door knob in kitchen | | \$0.00 |
| Replace damaged gyproc in basement | \$3,680.00 | \$3,680.00 |
| Replace carpet | \$690.00 | \$4,370.00 |
| Replace items in bathroom | \$231.12 | \$4,601.12 |

Landlord's and Tenant's Positions

17. The landlord testified that the tenant was granted permission to undergo renovations to the unit at her request and he stated that he paid for all the materials to have the renovations completed. The tenant confirmed that she did make a request to renovate the unit, and she stated that she was successful in completing many renovations to the unit mostly in the kitchen and the bathroom area increasing the value of the property. The landlord testified that there were damages to the unit and work unfinished which needs to be repaired / replaced, and he is seeking \$4601.12 to cover the cost. The landlord stated that he received a quote from a contractor to have the first 6 items on the damage's ledger completed at a fixed amount of \$3680.00.
18. The tenant disputed most of the landlord's claims and stated that she never had the opportunity to complete the renovation project due to an early eviction. The landlord's and the tenant's positions on each item as listed above are as follows:

Items # 1- 6 below (\$3680.00) – The landlord submitted a copy of a quote from a contractor to support his claim for \$3680.00 for the first 6 items on the damages ledger as listed below (LL#3).

Items # 1: Replace closet door in master bedroom – The landlord testified that the closet door from the master bedroom is missing, and he is seeking the cost to purchase a new door, have it hung with hinges and a knob set. The landlord submitted a photograph showing the closet space without the door to support the claim (LL#4).

The tenant disputed that the door is missing and stated that she had to remove the door as there was not enough room in the bedroom to open the closet door when the bedroom furniture was set up and she stated that she placed the door in the shed located on the property and advised the landlord via text that she had done so.

Item # 2: Repair and paint ceiling in spare bedroom – The landlord testified that a swing was set up in the spare bedroom, which hung from the ceiling area and when removed by the tenant left large holes in the ceiling that need to be repaired and painted. The landlord is seeking the cost to plaster the holes and paint the ceiling, and he

submitted a photograph showing the holes in the bedroom ceiling to support the claim (LL#5).

The tenant did not dispute that she hung a swing in the kids' bedroom, however she disputed that it caused major damage and stated that it was 6 small holes that can be easily repaired.

Item # 3: Repair and Paint main floor area – The landlord testified that the main area of the unit including the upstairs hallway, stairwell and main floor foyer had 3 large holes in one of the walls which needs to be repaired and painted. The landlord stated that there are patches of paint on different walls, indicative of an unfinished paint job, and he submitted photographs of the walls to support the claim (LL#6).

The tenant did not dispute that there were 3 holes in the wall in the main floor area, nor did she dispute that there was unfinished painting on the remainder of the walls. The tenant stated that she began the painting as part of her renovation project in early September but ran out of time to complete the work once given an eviction notice.

Item # 4: Repair and paint wall in living room – The landlord testified that one wall in the living room area was painted to look like a kid's playroom and has holes in the wall which need to be sanded, plastered and painted. The landlord submitted a photograph of the wall to support the claim (LL#7).

The tenant did not dispute that she painted one of the walls in the living room as an accent wall and stated that she was granted permission to renovate and make the unit suitable to her and she stated that she didn't feel like she had any limits with regards to what she was allowed to do.

Item # 5: Replace door and doorknob in kitchen – The landlord testified that the door from the kitchen to the downstairs is damaged as the tenant cut a hole in the bottom of the door so her cat could move from the upstairs to the basement area freely, and he is seeking the cost to purchase a new door, install it and switch out the knob set from the damaged door. The landlord submitted a photograph of the damaged door to support the claim (LL#8).

The tenant did not dispute that she cut a hole in the bottom of the door, and she stated that she did it due to the presence of dampness and mold in the basement area. The tenant stated that she did not want the door left open continuously as the smell of the mold would have been more prevalent in the living area upstairs and she stated that she couldn't deny the cat access to the basement where the kitty litter was located.

Item # 6: Replace damaged gyproc in basement – The landlord testified that there are 4 sheets of damaged gyproc on the front wall of the basement which need to be replaced, plastered, primed and painted. The landlord submitted a photograph of the basement area showing the missing gyproc to support the claim (LL#9).

The tenant did not dispute that she cut out pieces of the gyproc in the basement, however she disputed that she should be responsible for replacing the gyproc as there was water entering the basement area, which created a mold problem, and she removed the sections of the gyproc that were wet. The tenant stated that she notified the landlord advising him that there was mold on the walls in the basement and asked if she could start ripping it out and she stated that the landlord responded that she could.

Item # 7: Replace carpet (\$690.00) – The landlord testified that the carpet on the stairway from the main floor to the upstairs area was removed by the tenant and he

stated that he is seeking \$690.00 to have the carpet replaced on the steps. The landlord submitted a quote from [REDACTED] to support the claim (LL#10).

The tenant did not dispute that she removed the carpet as part of the renovation project which she stated she had permission to do, and she stated that the carpet was very old and dirty and had to be removed.

Item # 8: Replace items in bathroom (\$231.12) - The landlord omitted this item from the ledger.

Analysis

19. 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, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

20. I accept that the tenant had permission from the landlord to undergo renovations to the unit and I accept that any work that she did was in good faith and in an attempt to make the unit a better place to live. I also accept the tenant's testimony that she was expecting to reside at the residence for an extended period of time, which is why she agreed to do the renovations at no cost; and when faced with an eviction notice, some work that had been started came to a halt. Based on the testimony of the landlord and the tenant and based on the exhibits entered into evidence, each item is analyzed as follows:

Items # 1: Replace closet door in master bedroom – I asked the landlord if it was possible that the closet door is in the shed and easily accessible and he responded that the door is not in the shed. He stated that the shed is a shared space amongst other tenants. The landlord also disputed the tenant's testimony that she advised him that she was moving the door to the shed. I asked the landlord the style and age of the door and he responded that it was a slab door, and it was approximately 25 years old.

In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the door was missing, and he was able to show that the tenant was negligent in the loss of the door; however, he failed to show the cost to replace the door.

In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, closet doors can last a lifetime. I find that as the tenant did not dispute that she removed the door from the house, the tenant shall be responsible for the cost to replace the closet door. Research shows that slab doors are still available for purchase, and they cost approximately \$285.20 (research taken from www.homedepot.com). I find that the tenant is responsible for the cost to replace the closet door in the amount of \$285.20.

Item # 2: Repair and paint ceiling in spare bedroom – Based on the landlord's testimony and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that the damage to the ceiling exists, and he could show that the tenant was negligent in causing the damage, however he failed to show the cost to repair and paint the ceiling. I do not accept the tenant's testimony that they are just small holes and can be easily repaired. I find that the tenant is responsible for the cost to repair the holes in the ceiling which would also result in the ceiling having to be painted.

In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property should be considered when awarding for damages. I am not aware of the age of the paint on the ceiling or the size of the room and as the landlord failed to provide a breakdown of the cost to repair and paint the ceiling, I am unable to accurately make a determination. With that said, the tenant did not dispute that she caused the damage and as such, I find that some amount of compensation shall be awarded. I find that a nominal amount of \$100.00 shall be awarded to the landlord to cover the cost of plaster, paint and labor to repair the ceiling.

Item # 3: Repair and paint main floor area – Based on the landlord’s testimony and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that there were 3 holes in the main foyer wall, and he could show that the tenant was negligent in causing the damage, however he failed to show the cost to repair the wall. As the tenant did not dispute that she caused the damage, I find that some amount of compensation shall be awarded. As the cost of plaster has been awarded in Item # 2 above, I find that a nominal amount of \$72.00 shall be awarded to the landlord to cover the cost of approximately 3 hours of labor to repair the holes in the wall.

As for the patches of paint on the walls, I accept the tenant’s testimony that she would have finished the work if she had not been given an eviction notice. I find that the paint was not damage caused by the tenant but rather a tenant following through on a verbal agreement to renovate the unit for the betterment of the residence, and as such, I find that the tenant was not negligent in causing any damage to the walls while painting the walls. I find that the tenant is not responsible for the cost to finish painting the walls.

Item # 4: Repair and paint wall in living room – Based on the landlord’s testimony and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that there were holes in the living room wall, and he could show that the tenant was negligent in causing the damage, however he failed to show the cost to repair the living room wall.

I find that the tenant was not negligent in causing any damage to the wall by painting the wall as an accent wall, however I find that the tenant is responsible for the cost to repair the damage to the holes in the living room wall. As the cost of plaster has been awarded in Item # 2 above, I find that a nominal amount of \$72.00 shall be awarded to the landlord to cover the cost of approximately 3 hours of labor to repair the holes in the living room wall.

Item # 5: Replace door and doorknob in kitchen – I accept the tenant’s testimony that the basement was damp, and she did not want to leave the door opened, however that is not a reason to cut a square hole out of the bottom of the door for the cat to have free access back and forth. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that the damage exists, and he could show that the damage was caused by a willful act, however he failed to show the cost to replace the door. I find that the tenant is responsible for the cost to replace the door and switch over the doorknob from the damaged door.

In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, doors can last a lifetime. I find that as the tenant did not dispute that she damaged the door, the tenant shall be responsible for the cost to replace the door and have the doorknob switched out. Research shows that interior doors cost approximately \$78.20 (research taken from www.homedepot.com). I find that the tenant is responsible for the cost to replace the closet door at \$78.20 plus the cost of 2 hours of labor in the amount of \$48.00 for a total of \$126.20.

Item # 6: Replace damaged gyproc in basement – I accept that the tenant had full permission to renovate the unit as she saw fit, and I also accept the tenant’s testimony that the gyproc contained mold from the dampness in the basement area and I accept that the landlord was aware of the situation. I find that the removal of the gyproc in the basement was not damage caused by the tenant but rather a tenant following through on a verbal agreement to renovate the unit for the betterment of the residence, and as such, I find that the tenant was not negligent in causing any damage and is not responsible for the cost to replace the gyproc in the basement.

Item # 7: Replace carpet (\$690.00) – I accept that the tenant had full permission to renovate the unit as she saw fit, and I also accept the tenant’s testimony that the carpet was old and needed to be replaced. I asked the landlord the age of the carpet and he responded that he did not know but that the carpet was on the stairs in 2004. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, carpet has a 10-year life span and as the carpet was over 20 years old, I find that the carpet had surpassed its life cycle. I find that as the tenant is not responsible for the cost to replace the carpet.

Item # 8: Replace items in bathroom (\$231.12) – As the landlord omitted this item from the ledger, it shall not be analyzed for the purpose of this decision.

Decision

21. The landlord’s claim for compensation paid for damages succeeds in the amount of \$655.40.

Issue # 3: Utilities Paid \$1095.28

Landlord’s and Tenant’s Positions

22. The landlord testified that he supplied a full tank of oil at the commencement of the tenancy with the expectation that the tenant would ensure that the tank was left full when she vacated. The landlord stated that he is seeking \$1095.28 to cover the cost to fill the tank and he submitted a photograph of the gauge on the tank to show that it is empty (LL#11). The landlord submitted a copy of an invoice from *Melvin Parsons Ltd* to support the claim (LL#12).
23. The tenant did not dispute the landlord’s claim for utilities to be paid.

Analysis

24. As the tenant did not dispute the landlord’s claim to have the utilities paid, I find that the tenant is responsible for the cost of utilities in the amount of \$1095.28.

Decision

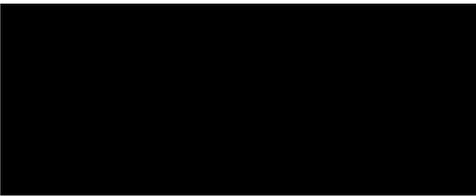
25. The landlord’s claim for utilities paid succeeds in the amount of \$1095.28.

Summary of Decision

26. The tenant shall pay the landlord \$2650.68 as follows:

| | |
|--------------------------------|-----------|
| Rent paid | \$900.00 |
| Compensation for damages | 655.40 |
| Utilities paid | 1095.28 |
| Total | \$2650.68 |

January 15 6 , 202
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office