

## Residential Tenancies Tribunal

Application 2025-1025-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:59 p.m. on 25-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

### Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him 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 the claim and notice of 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 he has been properly served. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email to; [REDACTED] and via text to; [REDACTED] on 5-November-2025 (LL#1). The landlord submitted proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. 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 his absence.
5. There was a written month-to-month rental agreement which commenced on 1-February-2025. The tenant vacated the unit on 1-September-2025. Rent was \$1200.00 per month, due on the first day of each month. A security deposit of \$900.00 was paid on 1-February-2025 and is in the landlord’s possession.

### Issues before the Tribunal

6. The landlord is seeking:
  - Compensation paid for damages \$1141.86
  - Compensation paid for Inconvenience \$350.00

- Hearing expenses \$60.00
- Security deposit applied against monies owed \$900.00

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also, relevant and considered in this decision are the following Sections of the *Residential Tenancies Policy Manual*: 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: Compensation paid for Damages \$1141.86

#### Relevant Submission

9. The landlord testified that there were damages to the unit that needed to be repaired / replaced, and he is seeking \$1141.86 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See breakdown of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Clogging Kitchen Sink and Water Leak	\$ 1,141.86

#### Landlord's Position

10. The landlord testified that the tenant damaged the kitchen drain line and pipes by putting wooden popsicle sticks down the sink which got lodged in the drain line blocking the pipes and eventually causing a minor water leak from the pipe. The landlord is seeking to be reimbursed for the cost of plumbing services, and he submitted a copy of 2 separate invoices for an initial plumbing visit and a final visit to finish the work from [REDACTED] to support the claim (LL#4).

### Analysis

11. 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)*

12. I asked the landlord if he was confident that the tenant was responsible for the damage as the plumber arrived after the tenancy ended and the new tenant had taken possession, and the landlord responded that he was confident that the tenant was negligent in causing the damage. The landlord added that he purchased the property on 11-January -2025 prior to the tenancy at which time he had an inspection of the property completed and a problem with the kitchen pipes was identified at that time and had to be repaired by the previous owners before the sale of the property closed. The landlord testified that the new tenant advised him within the first few days of moving into the unit

that the water in the kitchen sink was very slow leaving the sink and that there was most likely a slow leak under the sink coming from the kitchen pipes.

13. In accordance with Section 9-3 of the Policy as stated above, I find that the landlord was able to show that the damage exists, and he was able to show that the tenant was negligent in causing the damage. The landlord was also able to show the cost to complete the repair work. For those reasons, I find that the tenant is responsible for the cost to repair the kitchen drain and pipes in the amount of \$1141.86.

**Decision**

14. The landlord’s claim for compensation paid for damages succeeds in the amount of \$1141.86.

**Issue # 2: Compensation paid for Inconvenience \$350.00**

Relevant Submission

15. The landlord testified that he was inconvenienced after the tenant vacated the unit with sorting and disposing of garbage, and spending time dealing with tenancy issues and he is seeking \$350.00 for his inconveniences. The landlord submitted a copy of an inconvenience ledger to support the claim (LL#5). See copy of inconvenience ledger below:

Item #	Description of Inconveniences	Compensation Claimed
E.g.	2 Nights at hotel to allow fumigation of apartment	\$ 450.00
1	Sort & dispose tenant's waste garbage was not picked	\$ 140.00
2	Unexpected additional time required to vet new tenants	\$ 100.00
3	Time coordinating multiple repair quotes and contractor	\$ 80.00
4	Time spent cleaning around sink area after clog	\$ 30.00

Landlord’s Position

16. The landlord’s position on each item is as follows:

**Item # 1: Sort & dispose of garbage (\$140.00)** – The landlord testified that the tenant left garbage outside the unit in a bin with recyclables mixed in and he stated that the City refused to take it. The landlord is seeking \$140.00 to cover the cost of 1 hour of labor to sort through the garbage and for his time and gas consumption to bring the garbage to the landfill. The landlord submitted a copy of a photograph to show the garbage to support the claim (LL#6).

**Item # 2: Time to vent new tenants (\$100.00)** – The landlord is seeking \$100.00 for his time to secure new tenants, and he is seeking to be paid \$100.00.

**Item # 3: Time to coordinate repair quotes & contractor (\$80.00)** - The landlord is seeking \$80.00 for his time to coordinate the repair quotes and find a suitable plumber and he is seeking to be paid \$80.00.

**Item # 4: Cleaning (\$30.00)** – The landlord testified that once the plumber emptied the drain and the pipes and fixed the leak under the sink there was a mess left in the kitchen area that needed to be cleaned, and he is seeking \$30.00 for his time to clean the area.

## Analysis

17. Section 47 of the *Residential Tenancies Act, 2018* states:

### Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

18. In accordance with Section 47 of the *Act* as stated above, an Order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their inconveniences when renting units to tenants or dealing with tenancy issues. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. Item # 1 and # 4 above can be classified as damages and shall be analyzed as such:

**Item # 1: Sort & dispose of garbage (\$140.00)** – Based on the landlord’s testimony and the exhibit entered into evidence, I accept that the landlord had to sort through the garbage and dispose of it. I asked the landlord how many bags of garbage were left by the tenant, and he responded one. I find that it is reasonable to expect that it would take 1 hour to sort through the garbage and drive it to the landfill and as such, I find that it is reasonable to compensate the landlord for 1 hour of self-labor at the allowable rate of \$24.00 per hour plus an additional \$50.00 to cover the gas consumption and time associated with bringing the garbage to the landfill. I find that the tenant is responsible for the cost to sort and dispose of the garbage in the amount of \$74.00.

**Item # 2: Time to vent new tenants (\$100.00)** – A landlord’s time to secure new tenant’s falls under “*the cost of doing business*” and in accordance with Section 47 of the *Act*, I find that the tenant is not responsible for the landlord’s time to secure new tenants.

**Item # 3: Time to coordinate repair quotes & contractor (\$80.00)** - A landlord’s time to coordinate repair quotes and secure a contractor falls under “*the cost of doing business*” and in accordance with Section 47 of the *Act*, I find that the tenant is not responsible for the landlord’s time to obtain quotes and find a contractor.

**Item # 4: Cleaning (\$30.00)** – Based on the landlord’s testimony, I accept that the landlord had to clean the kitchen area after the plumber completed the work required. I find that it is reasonable to expect that it would take 1 hour to clean underneath the sink area and the kitchen floor, and I also find that it is reasonable to award compensation to the landlord for 1 hour of self-labor at the allowable rate of \$24.00 per hour to clean the area. I find that the tenant is responsible for the cost to clean the kitchen area in the amount of \$24.00.

## Decision

19. The landlord’s claim for additional damages paid succeeds in the amount of \$98.00.

### Issue # 3: Hearing Expenses \$60.00

## Analysis

20. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and also incurred *Commissioner of Oath* charges in the amount of \$40.00. The landlord submitted a copy of the receipts to support the claim (LL#7). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, claimable costs may include the filing fee and other administrative charges. As the landlord's claim has been successful, I find that the tenant is responsible for the hearing expenses.

## Decision

21. The landlord's claim for hearing expenses succeeds in the amount of \$60.00.

## Issue # 4: Security deposit applied against monies owed \$900.00

## Analysis

22. 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).*

23. The landlord's claim for losses has been successful as per paragraphs 14, 19 and 21 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 2025 is currently 1%.

## Decision

24. The landlord's claim to have the security deposit applied against monies owed succeeds.

**Summary of Decision**

25. The tenant shall pay the landlord \$392.51 as follows:

Compensation for damages .....	\$1141.86
Comp for additional damages .....	98.00
Hearing expenses .....	60.00
<b>Less: security deposit &amp; interest.....</b>	<b>907.35</b>
 Total .....	 \$392.51

December 30, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office