

Residential Tenancies Tribunal

Application 2025-1029-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-December-2025 at 9:02 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended by 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#25) with their application stating that they had served the tenant with notice of the hearing electronically on 18-November-2025 at 7:55 pm. Proof of service was also provided (LL#26). 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 applicant claimed for both damages and other compensation. Both will be considered under damages, below. The applicant also checked off "vacant possession" on their application but clarified at the hearing that this was an error.

Issues before the Tribunal

6. Should the landlord's claim for compensation for damages succeed?
7. What is the proper disposition of the security deposit?

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 \$2667.14 in compensation for damages divided amongst 4 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 landlord claims \$1532.14 for the replacement of a damaged door, including \$1082.14 for the door and \$450.00 for the cost of installation. LL#16.1 shows a photo of the exterior of the premises from January 2022, immediately prior to when the tenant moved in. The door can be seen in good condition. LL#18.2-LL#18.4 show the door on 11-May-2025, clearly irreparably damaged. LL#21.1 is an e-transfer receipt that shows that \$450.00 was spent on the installation. LL#11 is an invoice which shows the cost of the replacement door was \$1082.14. This portion of the landlord's claim succeeds in the amount of \$1532.14.
11. Second, the landlord claims \$200.00 for the repair of the door of the neighbouring apartment. The door can be seen in LL#1.1, clearly damaged. LL#2 shows an email from the tenant admitting responsibility. LL#2.1 shows a quote to repair the door for \$200.00. This portion of the landlord's claim succeeds in the amount of \$200.00.
12. Third, the landlord claims \$140.00 for cleaning. They say the premises were left in an unclean condition. LL#17.1-17.6 shows pictures of the premises after the tenant moved out. The premises requires extensive cleaning. LL#21.2 is an e-transfer showing \$140.00 was paid for cleaning. This portion of the landlord's claim succeeds in the amount of \$140.00.
13. Finally, the landlord claims \$775.00 in rental arrears for the neighbouring apartment. The landlord submits that the neighbouring tenant (who paid a rent of \$1300/month) terminated their tenancy with a s. 23 notice of termination (LL#10) for interference with peaceful enjoyment due to the actions of the tenant. This led to them moving out at the end of February. The landlord therefore claims for unpaid rent from 1-March-2025 to 20-March-2025, the day before they were able to place a new tenant and mitigate their losses.
14. LL#1 shows an email from the neighbouring tenant to the landlord where they express having experienced harassment from the tenant on 22-May-2024. LL#4 shows an email from the tenant where he expresses some struggles with his mental health and seems to implicitly admit to bothering other tenants. Despite this he continues to express frustration over how the neighbouring tenant treats him. In particular, the tenant admits to continuing to attempt to speak with her in ways he knew were unwanted. LL#9 shows

more emails from the neighbouring tenant from 17-February-2025 and 19-February-2025. She expresses growing discomfort with and fear of the tenant.

15. LL#10.1-10.2 shows the landlord advertising the premises. The landlord testified this was from 24-February-2024, 3 days after the neighbouring tenant issued a notice to vacate.
16. LL#19 shows emails from the new neighbouring tenant to the landlord, dated 21-May-2025 and 22-May-2025. She reports the same sort of issues as the previous neighbouring tenant, that the tenant insisted she speak with him and became angry when she chose not to.
17. All above the above evidence is hearsay, i.e., the words of another used as proof of their contents. Hearsay is presumptively inadmissible in a court of law. However, s. 46(2)(c) of the *Act* allows the director to “receive or accept evidence ... whether or not that evidence or information is admissible as evidence in a court.” I therefore accept the evidence, but afford it relatively low weight.
18. While the only evidence provided for the landlord is limited in its reliability and persuasiveness by its nature, it remains uncontradicted. It also paints a consistent and plausible picture. I therefore accept on a balance of probabilities that the tenant caused the landlord to lose 20 days rent for the neighbouring premises.
19. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rate by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$1300/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$42.73/\text{day}$. Multiplied by 20 days, this results in total rent owing of 854.79. However, this tribunal does not award in excess of the amount claimed. This portion of the landlord’s claim succeeds in the amount of \$775.00.

Damages

20. The landlord’s claim for damages succeeds in the amount of \$2667.14.

Issue 2: Security Deposit

21. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case the security deposit was \$750.00 received in late January or early February 2022.
22. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the years 2022 and 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$13.96.

Decision

23. The landlord may apply the security deposit and interest, valued at \$763.96, against moneys owed.

Summary of Decision

24. The tenant shall pay to the landlord \$1903.18 as follows:

Damages.....	\$2667.14
Security Deposit.....	(\$763.96)
Total.....	\$1903.18

31-December-2025
Date


Seren Cahill
Residential Tenancies Office