

Residential Tenancies Tribunal

Application 2025-1124-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:14 a.m. on 12-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] (tenant 1), hereinafter referred to as “the tenant” attended by teleconference. The respondents, [REDACTED] (tenant 2) and [REDACTED] (tenant 3), hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. Two of the tenants were not present 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 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 they have been properly served. The landlord submitted 3 separate affidavits with her application stating that she had served the tenants with the notice of hearing electronically by email on 8-December-2025 (LL#1). Tenant 1 confirmed receipt of the document and the landlord submitted proof of service for the other tenants (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As all tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. There was a verbal month-to-month rental agreement which commenced on 1-August-2025. Two of the tenants vacated the unit on 31-October-2025 and the third tenant was removed from the unit on 27-November-2025. Rent was \$2000.00 per month, due on the first day of each month. A security deposit of \$1500.00 was paid on 15-August-2025 and has been dealt with in a previous hearing (2025-1033-NL).

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$950.00
 - Compensation paid for Inconvenience \$3450.00
 - Hearing expenses \$20.00

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 \$950.00

Relevant Submission

9. The landlord testified that there were damages to the unit that needed to be repaired / replaced, and she is seeking \$950.00 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	Deep Freezer Replacement	\$ 200.00
2	Nails driven into door trim 2 exterior doors	\$ 300.00
3	hardwood flooring deep scratches intentional	\$ 300.00
4	Clothesline ripped down unusable	\$ 50.00
5	Plumbing – Sinks Clogged with cigarette butts	\$ 100.00

Landlord's and Tenant's Positions

10. The landlord testified that the damages to the unit occurred after tenant 1 and tenant 3 had vacated the unit on 31-October-2025 as she inspected the unit on that date. Tenant 1 is not disputing any of the damages based on the photographs that she received prior to the hearing. The landlord and the tenant's positions on each item as listed above is as follows:

Item # 1: Replace deep freezer (\$200.00) – The landlord testified that when she inspected the unit on 27-November, she discovered that the deep freeze had thawed out leaving a foul smell inside the appliance and there was a brown substance running down the inside wall. The landlord stated that when she conducted a previous inspection a few weeks earlier, she found the deep freeze to be unplugged at which time she plugged it in and asked tenant 2 to ensure that it remains plugged in. The landlord stated that the deep freeze is no longer operational, and she is seeking \$200.00 to cover the cost to replace the deep freeze.

Tenant 1 testified that she was unaware that the deep freeze was not working at the end of the tenancy as she had vacated the unit almost a month prior, however she did state that the landlord had advised them at the commencement of the tenancy that if the deep freeze gives out, she would not be replacing it. Tenant 1 stated that she assumed that the deep freeze was nearing the end of its life based on the landlord's comment.

Item # 2: Replace door trim (\$300.00) – The landlord testified that there were large nails driven into the door trim of both exterior doors which caused damage to the door trims beyond repair. The landlord amended the amount sought from \$300.00 as per the damage's ledger to \$275.00 as the work has been completed. The landlord stated that materials cost \$250.00 at [REDACTED], and she paid \$25.00 for labor costs to complete the work. The landlord submitted photographs of the door trims to support the claim (LL#4).

Tenant 1 did not dispute that the damage occurred to the door trims during the tenancy based on the photographs that she had received, however she testified that she was unaware of any damage caused to the door trims as she had vacated the unit almost a month prior and she stated that she cannot speak to it.

Item # 3: Repair damaged flooring (300.00) – The landlord testified that there was damage to the hardwood floor in the living room which included large scratch marks contained to an isolated area. The landlord stated that she had the material to repair the flooring, and she is seeking \$300.00 to cover the cost of labor to complete the work. The landlord submitted photographs of the damaged flooring to support the claim (LL#5).

Tenant 1 did not dispute that the damage occurred to the flooring during the tenancy based on the photographs that she had received, however she testified that she was unaware of any damage caused to the flooring as she had vacated the unit almost a month prior and she stated that she cannot speak to it.

Item # 4: Replace damaged clothesline (\$50.00) – The landlord testified that the clothesline situated outside the unit on the premises had busted and needed to be replaced. The landlord stated that she has the material to repair the clothesline, and she is seeking \$50.00 to cover the cost of 1 hour of self-labor to repair the clothesline.

Tenant 1 did not dispute that the clothesline busted, however she disputed that she was negligent in causing the damage and she stated that the line was rusty and wore out, and when she hung out her heavy comforter, it busted due to the strain.

Item # 5: Plumbing costs (\$100.00) - The landlord testified that when she inspected the unit on 27-November, she discovered that the sinks were all clogged with cigarette butts, and she had to avail of the services of a friend with plumbing experience to clear the drains. The landlord is seeking \$100.00 to cover the cost of 3 hours of labor to flush out the drains and she submitted photographs to support the claim (LL#6).

Tenant 1 did not dispute that the damage to the sinks / drains occurred during the tenancy based on the photographs received, however she testified that she was unaware of the damage as she had vacated the unit almost a month prior and she added that she cannot speak to it.

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. Each item is analyzed as follows:

Item # 1: Replace deep freezer (\$200.00) – Based on the testimony of the landlord and tenant 1 and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the damage exists, and I accept that the deep freezer was unplugged during a previous inspection; however, that does not mean that the tenants were negligent in causing the damage to the deep freezer. Deep freezers are designed to be unplugged and plugged back in without interfering with the functionality of the appliance. I find that the landlord failed to show that the damage was caused due to a willful or negligent act on the part of the tenants. I find that the tenants are not responsible for the cost to replace the deep freezer.

Item # 2: Replace door trim (\$300.00) – Based on the testimony of the landlord and tenant 1 and based on 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 exists, and she could show that the damage occurred during the tenancy. However, she failed to show the cost to replace the door trims. I asked the landlord the age of the door trims and she responded that they were 4 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, door trims have a 20-year life span and as the trims were only 4 years old, there is approximately 80% of the door trims life cycle remaining. I accept that it cost \$250.00 to replace the door trims as research shows that it is a reasonable amount (research taken from www.homedepot.com) and I accept that it would cost \$25.00 for labor costs to complete the work. I find that the tenants are responsible for the cost to replace the door trims in the amount of \$220.00 (\$275.00 x 80%).

Item # 3: Repair damaged flooring (300.00) – Based on the testimony of the landlord and tenant 1 and based on the exhibit 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 exists, and she could show that the damage occurred during the tenancy. However, she failed to show the cost of labor to complete the work. I accept that the landlord's handyman completed the work, and research shows that the wages of a handyman in NL are approximately \$24.00 per hour. I am unaware of how many hours it would take 2 strips of hardwood and replace the boards, but it seems reasonable that it would take 6-7 hours to complete the work., I find that the tenants are responsible for the cost of labor to repair the damaged flooring in the amount of \$168.00 (7 hrs x \$24.00).

Item # 4: Replace damaged clothesline (\$50.00) – Based on the testimony of the landlord and tenant 1 and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the damage exists, however I find that the landlord failed to show that the tenants were negligent in causing the damage. I asked the landlord the age of the clothesline and she responded that it was 3 years old. I accept that a clothesline should last longer than 3 years, but I am unaware of the quality of the line and with the elements in NL, it is possible that the clothesline rusted out and was at the end of its life cycle. For this reason, I find that the tenants are not responsible for the cost to replace the clothesline.

Item # 5: Plumbing costs (\$100.00) - Based on the testimony of the landlord and tenant 1 and based on 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 the presence of cigarette butts around that drain areas of the sinks, and she could show that the damage occurred during the tenancy. However, she failed to show the cost of labor to complete the work. I asked the landlord how long it took her handyman to complete

the work, and she responded 3 hours. Research shows that the average wage for handmen in NL is the same as the allowable rate for self-labor which is \$24.00 per hour. I accept that it would take approximately 3 hours of labor to flush all sinks and remove the residue, and as such I find that the tenants are responsible for the plumbing costs in the amount of \$72.00 (\$24.00 x 3 hrs).

Decision

- 13. The landlord’s claim for compensation paid for damages succeeds in the amount of \$460.00.

Issue # 2: Compensation paid for Inconvenience \$3450.00

Relevant Submission

- 14. The landlord testified that she was inconvenienced after the tenancy ended with cleaning, garbage removal and loss of rental income and she is seeking \$3450.00 to cover the cost. The landlord submitted a copy of an inconvenience ledger to support the claim (LL#7). 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	Ventilation/odor clearing required due to cigarette smok	\$ 100.00
2	Truck & Trailer Dump Haul	\$ 300.00
3	Yard Work Neglect	\$ 150.00
4	City of St. John’s Cleanup Charge	\$ 300.00
5	Cleaning & Supplies	\$ 600.00
6	Missed rent due to damages and dirt (December)	\$ 2,000.00

Landlord’s and Tenant’s Position’s

- 15. The landlord and the tenant’s position on each item is as follows. **Note**, some items are grouped together for simplicity.

Item # 1: Cleaning (\$700.00) – The landlord testified that the unit needed a deep clean which involved special attention to the ventilation system as there appeared to have been a lot of cigarette residue in the unit especially in the filters of the mini splits, and she is seeking \$700.00 in total for the cost to clean the unit and for the additional cost of cleaning supplies. The landlord submitted photographs of the cleanliness of the unit (LL#8) and copies of receipts from *Walmart* to support the claim (LL#9).

Tenant 1 did not dispute that the unit needed a deep clean based on the photographs, however she testified that the unit was in a good state of cleanliness when she vacated on 31-October, and she also stated that nobody smoked in the unit while she was residing there.

Item # 2: Garbage removal (\$600.00) – The landlord testified that there was a large amount of garbage left at the unit both inside and outside of the premises which needed to be removed and disposed of. The landlord stated that she hired a local person with a truck and trailer who makes dump runs to take the garbage located inside the unit and she stated that it took 2 trips at a cost of \$150.00 per trip. The landlord submitted

photographs of the garbage left inside the unit to support the claim as seen in item # 1 above (LL#8).

As for the garbage that had been thrown outside the unit and left in the driveway / sidewalk area, the landlord testified that the [REDACTED] had received complaints and removed the garbage only to invoice her \$300.00 for services rendered. The landlord also submitted photographs of the garbage outside (LL#10) and a copy of an invoice from the [REDACTED] to support the claim (LL#11).

Tenant 1 did not dispute that there was garbage left at the unit at the end of the tenancy which needed to be disposed of, however she testified that the unit was in a good state of cleanliness when she vacated on 31-October with no garbage left anywhere.

Item # 3: Yard work (\$150.00) - The landlord testified that the tenants had entered into an agreement to maintain the yard and she stated that there were a lot of blown leaves in the yard area that needed to be raked, bagged and disposed of. The landlord is seeking 3 hours of self-labor in the amount of \$150.00 to complete the yard work.

Tenant 1 did not dispute that they were responsible for the yard work, however she stated that she was under the impression that such duties included mowing the grass and shoveling the snow.

Item # 4: Loss of rental income (\$2000.00) – The landlord testified that due to the damages to the unit, she was unable to re-rent the unit for the month of December, and she is seeking the loss of rental income for 1 month in the amount of \$2000.00.

Tenant 1 disputed that there was any loss of rental income as the landlord had informed them that she would not be renting the unit once they vacated.

Analysis

16. 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

17. 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. I find that the items listed above can be classified as damages / losses and shall be analyzed as such:

Item # 1: Cleaning (\$700.00) – Based on the testimony of the landlord and tenant 1, and based on the exhibits entered into evidence, I find that the landlord was able to show that the unit needed a deep clean. I accept the testimony of tenant 1 that the unit was cleaned when she and tenant 3 vacated at the end of October; however, this tribunal considers the tenancy to be a joint tenancy, and all tenants are responsible for any cleaning costs awarded. The landlord could show the cost of cleaning supplies from *Walmart* in the amount of \$104.04, however she failed to show the cost to clean the unit

and given that the tenant was smoking in the unit, it is not unreasonable to expect that it would cost \$600.00 to have the unit cleaned including the ventilation system. I find that the tenants are responsible for the cost of cleaning and cleaning supplies in the amount of \$700.00.

Item # 2: Garbage removal (\$600.00) – Based on the testimony of the landlord and tenant 2, and based on the exhibits entered into evidence, I find that the landlord was able to show that there was garbage left in the unit that needed to be removed and disposed of. The landlord could also show that the [REDACTED] removed the garbage that was left outside the premises and invoiced her \$300.00 plus taxes for services rendered. I accept the testimony of tenant 1 that there wasn't any garbage in or outside the premises when she and tenant 3 vacated at the end of October. However this tribunal considers the tenancy to be a joint tenancy, and all tenants are responsible for any garbage removal costs awarded. The landlord failed to show the cost to have the garbage removed from the interior of the unit and based on the photographs, I do not accept that a truck and trailer was required to make 2 runs to the dump. I find that one run to the dump with an attached trailer is more reasonable at \$150.00. The landlord could show the cost charged by the [REDACTED] in the amount of \$300.00 plus tax to remove the garbage left outside the unit. I find that the tenants are responsible for the cost of garbage removal in the amount of \$495.00 (\$345.00 + \$150.00).

Item # 3: Yard work (\$150.00) – I accept that the tenants agreed to care for the property with regards to yard work. However, I also agree with tenant 1 that their understanding was that yard work involved cutting the grass and shoveling the snow from the driveway and the steps. The landlord failed to show any written agreement between both parties whereby they agreed to rack and bag loose leaves in the Fall of the year. I find that the tenants are not responsible for the cost of self-labor to clean up the leaves in the yard.

Item # 4: Loss of rental income (\$2000.00) – I accept the landlord's testimony that the unit was not ready to re-rent on 1-December; however, I do not accept that the landlord incurred any loss in rental income. Tenant 1 testified that the landlord told them that she had no intentions of re-renting the unit and I asked the landlord if that were true, and she responded that it was. The landlord added that she had plans to move into the unit herself which was delayed due to the damages. I find that as the landlord was not planning on re-renting the unit, she was unable to show that she mitigated her losses. I find that the landlord did not incur any loss in rental income, and as such, I find that the tenants are not responsible to pay rent for the month of December.

Decision

18. The landlord's claim for additional damages paid succeeds in the amount of \$1195.00.

Issue # 3: Hearing Expenses \$20.00

Analysis

19. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#12). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, claimable costs may include the filing fee. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

20. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

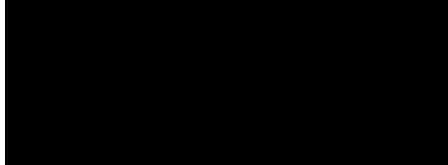
Summary of Decision

21. The tenants shall pay the landlord \$1675.00 as follows:

Compensation for damages	\$460.00
Comp for additional damages	1195.00
Hearing expenses	20.00
Total	\$1675.00

January 27, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office