

Residential Tenancies Tribunal

Application 2026-0117-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 22-April-2026 at 9:15 am.
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.
4. A single witness, [REDACTED], also attended by teleconference.

Preliminary Issues

5. 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 (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 7-February-2026 at 12:30 pm. The hearing was delayed due to extreme weather events. A notice of rescheduled hearing was sent to both parties for the date of 22-April-2026. 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.

Issues before the Tribunal

6. Should the landlord's claim for damages succeed?
7. Should the landlord's claim for unpaid rent 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: Damages

9. The landlord claims \$9528.00 in compensation of damages, divided amongst 15 separate items. 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. All claims for labour costs were based on work done by the contractor/witness, who confirmed via sworn testimony the accuracy of the hours claimed and the rate at which he charged, \$35.00/hour.
11. First, the landlord claims \$140.00 in labour for the cost of his contractor to attend the premises where they retook possession of the premises on his behalf. The contractor confirmed the four hours as being the time he spent “on the clock” waiting for the sheriff’s officers. L#6 is a picture of a receipt the sheriff’s office received from the contractor acknowledging receipt of the keys, on the letterhead of the Office of the High Sheriff.
12. This portion of the landlord’s claim succeeds in the amount of \$140.00.
13. Second, the landlord claims 4 hours of labour and \$59.00 in materials to replace the main entry door and front and rear apartment door locks. While this was described as “rekeying” on his damages worksheet, testimony clarified that the actual locking mechanisms were replaced due to damage done by the tenant. No documentary evidence was provided showing the damage to the locks, so this portion of the landlord’s claim fails.
14. Third, the landlord claims 49 hours of labour removing garbage, broken furniture, and discarded items from inside and outside the front of the rental premises. L#3 shows the garbage, including several large, bulky pieces of furniture which would necessarily take some time to dispose of. I accept the number of hours claimed as reasonable in the circumstances.
15. This portion of the landlord’s claim succeeds in the amount of \$1715.00.
16. Fourth, the landlord claims 58 hours of labour and \$460.00 in materials to remediate the smell of cigarette smoke throughout the premises. Evidence showing smoking inside the premises is clear throughout L#3. The contractor testified remediating this required scrubbing each wall and ceiling and repainting throughout. This tribunal is well aware this is often the only remedy for heavy cigarette smoke. This is a reasonable number of hours in the circumstances. L#4 shows materials costs for this exceeding \$460.00.
17. This portion of the landlord’s claim succeeds in the amount of \$2490.00.

18. Fifth, the landlord claims 20 hours of labour and \$34.00 in materials to repair damaged drywall throughout the premises. No documentary evidence was provided showing the damaged drywall, so this portion of the landlord's claim fails.
19. Sixth, the landlord claims 2 hours of labour to repair damage to the bedroom window, which can be seen in L#3 pages 13-15. I accept the number of hours claimed as reasonable in the circumstances.
20. This portion of the landlord's claim succeeds in the amount of \$70.00.
21. Seventh, the landlord claims 6 hours of labour to repair the damaged bathroom vanity, which can be seen in L#3 pages 9-10. I accept the number of hours claimed as reasonable in the circumstances.
22. This portion of the landlord's claim succeeds in the amount of \$210.00.
23. Eighth, the landlord claims 4 hours of labour and \$60.00 in materials to repair the damaged stove, which can be seen in L#3 page 7. I accept the number of hours claimed as reasonable in the circumstances. L#4 shows material costs for this exceeding \$60.00.
24. This portion of the landlord's claim succeeds in the amount of \$200.00.
25. Ninth, the landlord claims 16 hours in labour to clean the premises. The need for this can be seen throughout L#3. I accept the number of hours claimed as reasonable in the circumstances.
26. This portion of the landlord's claim succeeds in the amount of 560.00.
27. Tenth, the landlord claims \$110.00 in materials and 10 hours in labour to repair and replace damaged and missing light fixtures, as well as a smoke detector. These can be seen throughout L#3. I accept the number of hours claimed as reasonable in the circumstances. L#4 shows material costs exceeding \$110.00.
28. This portion of the landlord's claim succeeds in the amount of 460.00.
29. Eleventh, the landlord claims 10 hours in labour to remove garbage and improperly installed items from the decks and the fire escape. The contractor estimated this would take him more than 10 hours. This can be seen in L#3 page 19 and L#5. I accept the number of hours claimed as reasonable in the circumstances.
30. This portion of the landlord's claim succeeds in the amount of \$350.00.
31. Twelfth, the landlord claims \$50.00 in materials and 10 hours in labour for the replacement of damaged kitchen tiles. These can be seen in L#3, page 8. The contractor estimated this would take between 8 and 20 hours to complete. I accept the number of hours estimated as reasonable in the circumstances. The landlord was not able to find any pricing information for the materials cost.
32. This portion of the landlord's claim succeeds in the amount of \$350.00.

- 33. Finally, the landlord claims 40 hours of labour and \$600.00 in material to finish the to sand and refinish the hardwood floors throughout the premises. L#3 throughout shows that the floors have suffered from numerous cigarette burns. L#7 shows a receipt and pricing indicating the materials for the work total in excess of \$600.00.
- 34. This portion of the landlord's claim succeeds in the amount of \$2000.00.

Decision

- 35. The landlord's claim for damages succeeds in the amount of \$8545.00.

Issue 2: Unpaid Rent

- 36. The landlord claims \$900.00 in unpaid rent, representing unpaid rent from September 2024.
- 37. The tenancy ended on 27-January-2025. On 27-January-2026 the landlord submitted this application, which named only compensation for damages as the sole remedy sought. He sought to amend the application on 7-April-2026 to include a claim for unpaid rent. S. 42 of the *Act* states that an application to the director can only be made within one year after termination of the rental agreement.
- 38. An amendment to an existing application adding a new cause of action cannot be made after the one-year limit has expired. It is no different in nature from a fresh application, though the matters will be held together whenever possible in order to promote efficient dispute resolution.
- 39. The claim for unpaid rent cannot be heard on its merits.

Decision

- 40. The landlord's claim for unpaid rent fails.

Summary of Decision

- 41. The landlord was successful in this hearing and therefore seeks to be reimbursed for their expenses. They seek the \$20.00 application fee and \$35.00 to reimburse the contractor for his time. Policy 5-004 allows for subpoenaed witnesses to be paid \$50.00 a day for "non-expert" witnesses. Policy 12-001 provides that payment to a subpoenaed witnesses is an awardable cost but not does mention witnesses who attend voluntarily. To limit costs to subpoenaed witnesses would only encourage the processing of otherwise unnecessary subpoenas and reduce the efficiency of this tribunal. I therefore award \$55.00 in hearing expenses.

- 42. The tenant shall pay to the landlord \$8600.00 as follows:

Damages.....	\$8545.00
Hearing Expenses.....	\$55.00

Total.....\$8600.00

7-May-2026
Date



Seren Cahill
Residential Tenancies Office