

Residential Tenancies Tribunal

Application 2026-0191-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-June-2026 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.

Preliminary Issues

4. The tenants were 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 landlord submitted an affidavit (LL#2) with their application stating that they had served the tenants with notice of the hearing electronically on 5-May-2026 at 11:32 am. Proof of service was also included. As the 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. This was a written month-to-month lease agreement, with rent set at \$585.00/month due on the 1st of each month and a security deposit of \$412.50 which was paid on 26-August-2025.
6. The second respondent listed above, [REDACTED], was the only one who actually resided at the premises. The first respondent, [REDACTED], was included in the rental agreement (L#3-L#6) as a guarantor (mistakenly labelled "grantor," but with clear intention for her to act as a guarantor). In a WhatsApp instant message sent on or about 1-February-2026, the first respondent attempted to remove herself from the arrangement, saying "for my mental wellbeing, I would like to formally disassociate

myself from any responsibility related to [REDACTED] tenancy effective immediate. Moving forward, he will be solely responsible for his rent payments and any obligations connected to his stay." I have reviewed the rental agreement in full and see nothing which gives the first respondent the right to unilaterally negate her responsibility. She signed a contract and cannot arbitrarily relieve herself of the contractual duties to which she agreed. She thus remains a party above.

7. The landlord claimed for compensation for inconvenience. A strict reading of s. 47(1)(h) of the *Act* reveals that this tribunal may award a tenant compensation for inconvenience as a result of a landlord's violation of the *Act* or a rental agreement but does not authorize the reverse. Nevertheless, I determined during the hearing that the items claimed by the landlord under this heading could be properly considered as claim for compensation for damages and applied that standard. I kept the "compensation for inconvenience" heading for clarity.
8. The original application asked for an order of vacant possession, but the tenant had vacated the premises before the hearing date.

Issues before the Tribunal

9. Should the landlord's claim for unpaid rent succeed?
10. Should the landlord's claim for compensation for inconvenience succeed?
11. Should the landlord's claim for compensation for damages succeed?
12. Should the landlord's claim for unpaid utilities succeed?
13. What is the proper disposition of the security deposit?
14. Could the landlord's other claim for compensation succeed?

Legislation and Policy

15. 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: Unpaid Rent

16. The landlord claims \$2189.26 in unpaid rent as per the rental ledger provided in L#8 page 3. I accept the landlord's testimony regarding the rent she has received. However, the total rent she seeks is based on a monthly rent of \$800.00/month. She says this is appropriate because the rent was discounted from \$800.00 to \$585.00 based on the tenant's status as a student, and that he never provided proof of his student status despite the contractual requirement that he do so.
17. While the rental agreement does specify that the \$585.00/month is a "student rate," it does not list any other rates. A party is liable for their breach of the rental agreement, but only if that breach causes actual demonstrable loss to the other party or if the agreement

lists a specific penalty for the breach. There is no indication in the rental agreement that a failure to provide student identification will result in a rental rate of \$800.00/month, and the landlord did not demonstrate that the tenant's failure to provide student identification caused her a loss. The rent owed must therefore be calculated using the \$585.00/month rate. Reworking the landlord's ledger with this rate, including a new value for pro-rated rent for the first month, results in a total balance owed of \$1174.03.

Decision

18. The landlord's claim for unpaid rent succeeds in the amount of \$1174.03.

Issue 2: Compensation for Inconvenience

19. The landlord claims \$575.00 in compensation for inconvenience (more properly classified as damages, see paragraph 7 above), representing the cost of snow clearing, property cleaning, and general maintenance concerning the time period she was away from the premises and the tenant was the sole occupant of the residence from 20-November-2025 to February 2026. L#9 page 4 shows a record of services from her contractor detailing the costs of each service during that time period. She testifies that the contractor was necessary as the tenant refused to do any snow clearing or cleaning.
20. 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.
21. Snow clearing makes up the majority of the claim for inconvenience, totaling \$350.00. Under paragraph C under the heading "Safety and Maintenance," the rental agreement specifies that the tenant is responsible for salting as well as snow and ice removal for the walkway (L#4 page 4). I accept the landlord's testimony that the removal was a necessary cost as the snow had built up to the point that Canda Post no longer felt safe delivering mail. This portion of the landlord's claim succeeds in the amount of \$350.00.
22. The claim for cleaning the premises amounts to \$150.00. A tenant is responsible for maintain the rental premises in a clean condition and, when they are the sole occupant, this applies to shared spaces to which they enjoy access. L#10 includes photos of the premises showing it (the kitchen in particular) in an unclean state on dates from December 2025 to February 2026. The landlord testified that the mess included food waste and led to a mouse infestation (discussed further in Issue 3 below). I accept the landlord's testimony. This portion of the landlord's claim succeeds in the amount of \$150.00.
23. The remaining portion of the landlord's claim for compensation for inconvenience is \$75.00 for general maintenance. General maintenance is generally the responsibility of the landlord rather than the tenant. While the testimony I heard at the hearing certainly suggests the tenant violated the rental agreement, it did not establish that this

maintenance cost was likely due to a violation of the tenant. This portion of the landlord's claim for compensation for inconvenience fails.

Decision

24. The landlord's claim for compensation for inconvenience succeeds in the amount of \$500.00.

Issue 3: Compensation for Damages

25. The landlord claims \$563.08 in compensation for damages she says were caused by the tenant during the course of the tenancy, divided amongst 3 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.
26. First, the landlord claims \$490.14 for the cost of replacing a damaged storm door. A quote was provided showing the replacement door costs \$490.14 (L#9 page 32). The landlord testified that on or about 10-March-2026, she awoke to a sound of loud banging nearby outside late at night. She investigated the sound and found that the storm door was being blown by strong wind against the house. The hydraulic closing system attached to the door was broken and it had become misaligned, preventing it from properly closing and latching. She speculated that the tenant had failed to ensure the door closed behind him when he entered during the high winds, leading to the wind blowing it out of place and damaging it. She explained that to her knowledge no one else had used the door in the time since she had last seen it fully closed. While I accept the landlord's testimony, in the absence of some form of documentary evidence showing the extent of the damage, this portion of the landlord's claim fails.
27. Second, the landlord claims \$2.82 for the cost of a single washer she says the tenant removed from the kitchen, sabotaging the plumbing under the kitchen sink. The cost of the washer can be seen in L#9 page 33. She testified that on 17-March-2026 she returned to the house and the tenant immediately left in a manner she found suspicious, not returning until the next day. She subsequently found water under the sink and determined a missing washer was the issue causing a leak. This problem had not been evident the last time she had been there, and only the tenant had access to the kitchen in the interim. I accept her testimony. Documentary evidence of the missing washer would be a picture of nothing, so it is unnecessary. This portion of the landlord's claim succeeds in the amount of \$2.82.
28. Third, the landlord claims \$70.12 for the cost of materials used to treat a mouse infestation she says the tenant caused. The cost of the materials can be seen in L#9 page 34. L#10 shows photos of messes the tenant left in the kitchen, including accessible food waste. No documentary evidence was provided supporting the presence of a mouse infestation (e.g., photos of mouse droppings in the premises, etc.), so this portion of the landlord's claim fails.

Decision

29. The landlord's claim for damages succeeds in the amount of \$2.82.

Issue 4: Unpaid Utilities

30. The landlord claims \$2027.92 in unpaid utilities for the duration of the tenant. These include bills from NL Power for electricity and Western Petroleum for fuel oil.
31. L#4 page 5 shows that in section A under the heading "Responsibility of the Landlords," the rental agreement states that the landlord will be responsible for electricity that covers heat, lights, and hot water." Fuel oil is not specifically contemplated in the agreement but the landlord's testimony was that the heat and hot water were largely if not entirely provided through fuel oil rather than electricity. I find that the lease agreement makes the electricity and fuel oil costs the responsibility of the landlord.
32. The landlord testified that the tenant used the utilities excessively, and I accept her testimony. She has provided ample supporting evidence. L#22 shows measures time-stamped measures of the amount of oil in the tank, and the rate of consumption is far above normal. Nevertheless, the rental agreement holds. There is no provision in the agreement that states there is a limit on the tenant's use or states he will be liable for charges beyond a certain point. The landlord has no contractual right to recover from him the cost of the utilities.

Decision

33. The landlord's claim for unpaid utilities fails.

Issue 5: Security Deposit

34. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.
35. 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 a simple interest rate of 1% annual for the year 2025 and a rate of 0% for the year 2026. The interest therefore totals \$1.95.

Issue 6: Other Compensation

36. At the time of the hearing, the landlord noted there were two items she had considered including in her application but was unsure if they were appropriate to claim. I informed her I would be unable to consider any claims that were not included on the application and documents served on the tenant, as the principle of procedural fairness requires that a respondent be fully aware of what might be at stake in a hearing. I do not consider these items formally before me. Nevertheless, I will briefly address the items (without prejudice) in the hopes it may provide some guidance.

37. The first item the landlord asked about was the cost of converting from oil to electricity for heating, a change she says was spurred by the tenant's extreme use of the furnace oil. As the tenant was not responsible for the cost of utilities under the rental agreement (see Issue 4, above), I believe that this claim would also necessarily fail on that ground.
38. The other item the landlord mentioned was the cost of installing a new type of lock on the front door. She testified that this was necessary as the tenant would refuse to lock the door, so switching to a keyless lock (which would lock automatically) was necessary to maintain her security. As long as the evidence provided was sufficient to establish that the tenant's actions made this cost necessary, I expect that a claim such as this could succeed before this tribunal. Of course, every case turns on its own unique facts.

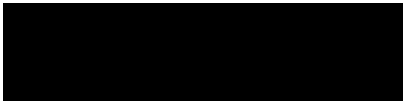
Summary of Decision

39. The tenants shall pay to the landlord \$1262.90 as follows:

Unpaid Rent.....	\$1174.03
Compensation for Inconvenience.....	\$500.00
Compensation for damages.....	\$2.82
Less Security Deposit.....	-\$413.95
Total.....	\$1262.90

15-June-2026

Date


Seren Cahill
Residential Tenancies Office