

Residential Tenancies Tribunal

Application 2026-0306-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 19-May-2026 at 9:15 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.

Preliminary Issues

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 landlord submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 7-May-2026 at 9:32 am. Proof of service was also provided (L#2). 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

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

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* (the *Act*).

Issue 1: Damages

8. The landlord claims \$1791.09 in damages, divided amongst 4 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.
9. First, the landlord claims \$650.00 in compensation for damages for the cost of repairing a clogged toilet. She testified that this was caused by the tenant flushing cotton swabs and sanitary napkins while she was away from the province, and the repair was completed before she returned. L#3, an invoice, gives the cost of the repair as \$650.77.
10. This portion of the landlord's claim succeeds in the full amount claimed of \$650.00.
11. Second, the landlord claims \$118.39 for the repair of a damaged door lock. No documentary evidence was provided showing the damage, so this portion of the landlord's claim fails.
12. Third, the landlord claims \$822.40 for the replacement of a damaged mattress. She testified that the tenant left the mattress stained with a significant burn hole. L#6 shows the damaged mattress, with the burn hole visible. L#5 shows that the original mattress was purchased in 2023 and cost \$880.90 (including the cost of delivery).
13. Generally, mattresses have a life expectancy of 7-10 years. Averaging to 8.5 years, this means that the remaining expected life expectancy of the mattress at the end of the tenancy would have been about 6.5 years. Accounting for depreciation means the landlord lost $\$880.90 \times (6.5 \text{ years} / 8.5 \text{ years}) = \673.63 due to the tenant's negligent action.
14. This portion of the landlord's claim succeeds in the amount of \$673.63.
15. Fourth, the landlord claims \$200.00 for the repair of damaged laminate flooring. The damage can be seen in L#6. The landlord claims for the cost of labour alone, and said the amount was based on the verbal estimate of her contractor. In the absence of a written invoice, quote, or receipt, this tribunal awards labour at the self-labour rate of \$8.00/hour + minimum wage, or \$24.00/hour. This tribunal estimates the repair would take about five hours of labour.
16. This portion of the landlord's claim succeeds in the amount of \$120.00.

Decision

17. The landlord's claim for damages succeeds in the amount of \$1443.63.

Issue 2: Security Deposit

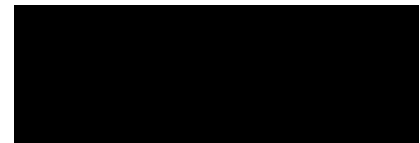
18. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case the security deposit was \$1125.00 paid on 1-April-2025.
19. S. 14(7) of the Act states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, 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 an interest rate of 0% for the year 2026. Calculated to the date of the hearing, the interest totals \$8.48.

Summary of Decision

20. The landlord was successful in their application and may therefore seek to be reimbursed for her reasonable hearing expenses. She seeks the \$20.00 application fee and \$65.00 for a commissioner of oaths, for which a receipt was provided (L#7). Both are granted.
21. The tenant shall pay to the landlord \$395.15 as follows:

Damages.....	\$1443.63
Hearing Expenses.....	\$85.00
Less Security Deposit....-	(\$1133.48)
Total.....	\$395.15

22-May-2026
Date



Seren Cahill
Residential Tenancies Office