

Residential Tenancies Tribunal

Application 2026-0322-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 11-May-2026.
2. The applicant, [REDACTED] hereinafter referred to as "the landlord" attended by teleconference.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as "the tenants" did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach tenant 1 by telephone at the start of the hearing, however I did reach tenant 2, who was unable to converse in English and the call got terminated. 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 respondents fail 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 tenants also had the opportunity to have an authorized representative speak on their behalf and translator services were available as well.
5. The landlord submitted 2 affidavits with his application stating that he had served the tenants with the Notice of Hearing electronically by text on 16-April-2026 (LL#1). The landlord provided proof of service (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There was a fixed term rental agreement which commenced on 1 April 2024, which converted to a month-to-month agreement in April 2025. The tenants vacated the unit on 11 January 2026. Rent was \$1895.00 per month, due on the first day of each month. A security deposit of \$1421.25 was paid on 27-March-2024 and is in the landlord's possession.

Issues before the Tribunal

7. The landlord is seeking:
- Rent paid \$5575.00
 - Compensation paid for damages \$3700.00
 - Security deposit applied against monies owed \$1421.25

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*. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Polic Manuel*: Section 9-3: Claims for damages to rented premises and Section 9-5: Depreciation and life expectancy of property.

Issue # 1: Rent Paid \$5575.00

Relevant Submission

9. The landlord testified that rent is outstanding in the amount of \$5575.00 and he submitted a copy of a rental ledger to support the claim (LL#3). See copy of rental ledger below:

Date Rent Due	Rent Amount Due	Rent Amount Paid	Rent Owing
1-Jun-25	1895	1500	395
1-Jul-25	1895	1800	95
1-Nov-25	1895	0	1895
1-Dec-25	1895	600	1295
1-Jan-26	1895	0	1895
Total Rent Owing			\$5,575

Landlord's Position

10. The landlord testified that the tenants vacated the unit on 11 January 2026, and he stated that rent is outstanding in the amount of \$5575.00 dating back to June 2025 and he stated that he is seeking rent to be paid in full up to the end of January 2026.

Analysis

11. I asked the landlord if he made every attempt to mitigate his losses and try to re-rent the unit in January after the tenants vacated and he responded that he was unable to advertise the unit for rent in the month of January as there were damages to the unit which required repair work.
12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of residential premises. The tenants were in the unit until 11 January and as such rent shall be paid up to that date. With regards to the

remainder of the month of January, I find that the tenants are also responsible to pay the landlord for his loss of rental income from January 12-31 due to damages to the unit.

Decision

13. The landlord's claim for rent paid succeeds in the amount of \$5575.00.

Issue # 2: Compensation Paid for Damages \$3700.00

Relevant Submission

14. The landlord testified that there were damages to the unit when the tenants vacated and he is seeking \$3700.00 to cover the cost to repair the damages. The landlord submitted a copy of a damages ledger to support the claim (LL#4). See copy of damages ledger below:

Damage	Cost of Repair
2 bedroom walls, Replace drywall, plaster, and paint	1500
5 Door Knobs Holes in walls, repair, plaster and paint	500
3 Window Blinds	620
5 Window Screens	270
Bathroom Vanity replacement	310
Entire walls marked up and require cleaning and painting	500
Total Damages	\$3,700

Landlord's Position

15. The landlord's position on each item is as follows:

Item # 1: Plaster and paint bedroom walls (\$1500.00) - The landlord testified that 2 of the bedrooms had damage to the walls whereby 1 bedroom actually had a large area of the drywall removed by the tenants, which needed to be replaced, followed by plastering and painting, and a second bedroom also needed new drywall due to damage. The landlord testified that he is seeking \$1500.00 for the total cost of materials and labor to complete the work in both bedrooms. The landlord submitted photographs of the walls in both bedrooms (LL#5) and copies of receipts from *Home Depot* and *Kent* to support the claim (LL#6).

Item # 2: Plaster and paint doorknob holes (\$500.00) - The landlord testified that 5 doorknobs had been pushed into the walls causing holes, which needed to be repaired with plaster and then painted. The landlord stated that he is seeking \$500.00 to cover the cost of materials and labor to complete the work. The landlord submitted a photograph of one hole in a wall (LL#7) and copies of receipts from *Home Depot* and *Kent* to support the claim (LL#6).

Item # 3: Replace window blinds (\$620.00) – The landlord testified that 3 window blinds were missing from the unit when he took possession and he is seeking \$620.00 to cover the cost to replace the blinds. The landlord stated that he found 1 blind underneath the step broken, and he submitted a photograph of the living room window which shows a bracket on the top of the window ledge with no blind attached (LL#8).

Item # 4: Replace window screens (\$270.00) – The landlord testified that 5 window screens were missing from the unit when he took possession and he is seeking \$270.00 to cover the cost to replace the screens. The landlord stated that he found 1 screen damaged, and he submitted a picture of a bedroom window to show the absence of the screen (LL#9).

Item # 5: Replace bathroom vanity (\$310.00) – The landlord testified that there was a leak in the bathroom a few months prior to the tenants vacating the unit, which he believes to have been caused by a person sitting on the bathroom sink forcing it to break from the wall, drop and crack the pipes below. The landlord testified that the damage caused a water leak down into the basement apartment and had to be repaired at that time. The landlord is seeking \$310.00 to cover the cost to replace the bathroom vanity, and he submitted a photograph of the vanity (LL#10) and copies of receipts from *Home Depot* to support the claim (LL#6).

Item # 6: Cleaning and painting walls (\$500.00) – The landlord testified that every wall in the unit was marked with crayon and /or markers and had to be washed down before painting, and he is seeking \$500.00 for the cost of materials and labor to have the work completed. The landlord submitted a photograph of the living room wall (LL#11) and a copy of an invoice from *Kent* to support the claim (LL#6).

Analysis

16. 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)*

17. There was a lack of evidence to support the landlord's claims, and I afforded him the opportunity to submit additional evidence post-hearing, which once received and reviewed, proved to be insufficient with regards to supporting most of his claims. Each item is analyzed as follows:

Item # 1: Plaster and paint bedroom walls (\$1500.00) – Based on the landlord's testimony and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that a portion of the drywall was missing in one bedroom and the overall state of that wall was bad, and he was able to show that the second bedroom also needed new drywall due to damage. The landlord was able to show that the tenants were negligent in causing the damage, and he submitted receipts to show the cost of some of the materials, however he failed to provide a receipt for the labor portion of the work. I asked the landlord if he had retained the services of a professional to complete the work and he responded that he had not, and he stated that he paid a friend to do the work.

I accept that one wall in each of the 2 bedrooms was damaged and a portion of the drywall needed to be replaced, however the landlord failed to show any other damage to the bedroom walls. The landlord failed to show a receipt or an invoice from his friend who completed the work, and he failed to show the cost of the drywall and plaster to complete the job. I find that it is reasonable to award compensation to repair, plaster and paint the damaged walls, and the question is at what rate. Research shows that a sheet of drywall costs approximately \$27.00 and a plaster tub costs approximately \$51.00

(research taken from www.kent.ca). I accept that it is reasonable to expect that it would cost an extra \$500.00 to cover the cost of painting supplies and labor costs. I find that the tenants are responsible for the cost of repairing, plastering and painting the damaged bedroom walls in the amount of \$605.00.

Item # 2: Plaster and paint doorknob holes (\$500.00) – Based on the landlord's testimony and the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that one wall had a hole punched through it due to the doorknob, and he was able to show that the tenants were negligent in causing the damage. I asked the landlord if there were door stoppers behind the doors and he responded that there were at the commencement of the tenancy, however they were all removed during the tenancy.

The landlord failed to show all the holes in the walls and based on the exhibit entered into evidence, I accept that one wall in the unit was damaged due to the doorknob. The landlord failed to show the cost to repair the wall, however I find that it is reasonable to award compensation for the labor portion of the job only as an award has already been granted in item # 1 above for the materials required to complete the job. I accept that it is reasonable to expect that it would cost approximately \$100.00 for the cost of labor to have someone complete the work. I find that the tenants are responsible for the cost of repairing, plastering and painting the damaged wall due to the doorknob in the amount of \$100.00

Item # 3: Replace window blinds (\$620.00) – Based on the testimony of the landlord and the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy*, I accept that the landlord could show that one blind was missing from the large living room window. The landlord failed to show the broken blind or the other window brackets, and I asked the landlord how he arrived at \$620.00 and he responded that he got a quote online from the same supplier where he had purchased the blinds. I asked the landlord the age of the blinds and he responded that they were purchased in 2013, which makes them approximately 13 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property shall be applied when awarding compensation for damages. I do not know the type of blinds or the size of the windows and without quotes, it is nearly impossible to determine a fair and equitable amount for the blinds, or to determine what percentage of their life span remains. I find that a random amount of \$150.00 shall be awarded for the missing blind from the large living room window. I find that the tenants are responsible for the cost to replace the living room blind in the amount of \$150.00.

Item # 4: Replace window screens (\$270.00) – Based on the testimony of the landlord and the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy*, I accept that the landlord could show that a bedroom window was missing a screen. The landlord failed to show any other windows or the broken screen that he found, and I asked the landlord how he arrived at \$270.00 and he responded that he obtained a quote online to replace the screens. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, depreciation shall be applied when awarding compensation for damages. I do not know the type of screens or the size of the windows and without quotes, it is nearly impossible to determine a fair and equitable amount for the screens, or to determine what percentage of their life span remains. I find that a random amount of \$50.00 shall be awarded for the missing screen from the bedroom window. I find that the tenants are responsible for the cost of replacing the bedroom screen in the amount of \$50.00.

Item # 5: Replace bathroom vanity (\$310.00) – Based on the testimony of the landlord and the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy*, I find that the landlord failed to show the damage to the vanity and he failed to show that the tenants were negligent in causing the damage. For those reasons, I find that the tenants are not responsible for the cost of replacing the bathroom vanity.

Item # 6: Cleaning and painting walls (\$500.00) - Based on the testimony of the landlord and the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy*, I find that the landlord failed to show that all the walls were damaged with crayon and /or markers. I find that the landlord could show one spot on one wall, and for those reasons, I find that the tenants are not responsible for the cost of cleaning and painting all the walls in the unit.

Decision

18. The landlord's claim for compensation paid for damages succeeds in the amount of \$905.00.

Issue # 3: Security deposit to be applied against monies owed \$1421.25

Analysis

19. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
- (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
- (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*
20. The landlord's claim for losses has been successful as per paragraphs 13 and 18 above and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlords must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2024-2025 was 1% and is currently 0% for 2026.

Decision

21. The security deposit shall be applied against monies owed.

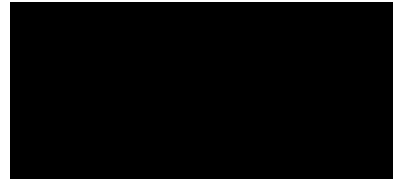
Summary of Decision

22. The tenants shall pay the landlord \$5033.67 as follows:

Rent paid	\$5575.00
Compensation for damages	905.00
Less: Security deposit & interest	1446.33
Total	\$5033.67

June 2, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office