

## Residential Tenancies Tribunal

Application 2026-0325-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 11-May-2026 at 9:19 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, also attended via teleconference.

### Preliminary Issues

4. The tenants attended by teleconference, but [REDACTED] demonstrated repeated disruptive and inappropriate behaviour despite multiple warnings. At one point, he was warned that continuing to interrupt could lead to him being removed from the hearing. He responded by inviting said removal and was disconnected from the teleconference.
5. The tenants denied being properly served. The landlord testified that he served them on 17-April-2026 by email and provided proof of service (L#1). The tenant acknowledged that the address used for [REDACTED] was correct and that the address used for [REDACTED] was also correct (he said, "did you not think maybe that my address had changed?" Implying the address was the one he provided to the landlord). I accepted on a balance of probabilities that the tenants were properly served.

### Issues before the Tribunal

6. Should the landlord's claim for unpaid rent succeed?
7. Should the landlord's claim for damages succeed?
8. What is the proper disposition of the security deposit?

### Legislation and Policy

9. 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**

10. The landlord claims \$4600.00 in unpaid rent, representing rent at the rate of \$2300/month for the months of December 2025 and January 2026. The landlord testified that the tenants never provided him with notice that they were intending to vacate the property. He first became aware of their intention to leave was 3-December-2025. L#2 page 23 shows the text messages where this conversation took place. In a message on 3-December-2025, the tenant indicates he is almost finished moving out, though he later claims to have been gone before 1-December-2025. None of the previous text messages included in L#2, which shows the entire text message history between the tenant and the landlord, had warned the tenants would be vacating.
11. The landlord testified that he began looking for a new tenant immediately but was unable to place a new tenant in the premises until 1-February-2026. He therefore seeks rent for December, during which term the tenants actually occupied the premises, and rent for January in lieu of notice. I accept on a balance of probabilities that the tenants remained in the premises until on or about 3-December-2025.
12. The tenant claimed he vacated due to cause because of deficiencies in the unit. However, he did not claim to have issued a valid termination notice, for cause or otherwise. A termination notice is a requirement to end a tenancy under the *Act*.

### Decision

13. The landlord's claim for unpaid rent succeeds in the amount of \$4600.00.

### **Issue 2: Damages**

14. The landlord claims \$9036.60 in damages, divided amongst 8 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.
15. L#6 is an unsworn statement from contractor [REDACTED] who documents the work he did at the premises, and states there was significant tenant-caused damage, and that all repairs were completely necessary.
16. First, the landlord claims \$460.00 for the repair of the master bedroom window. L#3 includes pictures the landlord took after the tenants vacated the premises. L#3-41 shows the damaged window, a double-paned window which has one pane missing. L#4 shows the repair of the window cost \$460.00.
17. This portion of the landlord's claim succeeds in the amount of \$460.00.

18. Second, the landlord claims \$563.50 for the cost of emptying the shed. L#3-52 shows the large shed almost completely filled with garbage, both in and out of garbage bags. L#5 shows that the removal of the garbage cost \$563.50.
19. This portion of the landlord's claim succeeds in the amount of \$563.50.
20. Third, the landlord claims \$650.60 for the cost of a dumpster rental to dispose of the bulk garbage the tenants left behind. Photos throughout L#3 show many large items left throughout the premises, particularly L#3-13, L#3-15, L#3-38, and especially L#3-39, which shows a large room ~60% filled with garbage in a pile. L#7 shows the dumpster rental cost \$650.60.
21. This portion of the landlord's claim succeeds in the amount of \$650.60.
22. Fourth, the landlord claims \$1500.00 for the cost of refinishing the hardwood. He testified that the hardwood had last been refinished 5-6 years previous. Large stains in the hardwood can be seen in L#3-2 to L#3-4. L#8 shows refinishing the hardwood to remove the stains cost the landlord \$5002.50. He testified that he had reduced the amount claimed to account for depreciation. I note that the amount he discounted for depreciation is significantly more than what this tribunal would have.
23. This portion of the landlord's claim succeeds in the amount of \$1500.00.
24. Fifth, the landlord claims \$1450.00 for the cost of cleaning the premises. Photos throughout L#3 show the premises in a state of extreme uncleanliness. L#9 shows that the cleaning cost the landlord \$1450.00.
25. This portion of the landlord's claim succeeds in the amount of \$1450.00.
26. Sixth, the landlord claims \$1350.00 for the cost of painting and plastering over holes he says the tenants left in the premises. This damage can be seen throughout L#3, particularly in L#3-19, L#3-21, and L#3-51. L#9 shows the plastering and painting cost \$1350.00.
27. This portion of the landlord's claim succeeds in the amount of \$1350.00.
28. Seventh, the landlord claims \$2312.50 for the cost of repairing doors, baseboards, trim, flooring, and other hardware. Such damage can be seen throughout L#3, including L#3-10 to L#3-12, L#3-18 and L#3-19, L#3-22 and L#3-23, L#3-25, L#3-31 to L#3-34, L#3-36 and L#3-37, and L#3-40. L#9 shows this cost the landlord over \$10,000, but he claims only a fraction of this to account for depreciation.
29. This portion of the landlord's claim succeeds in the amount of \$2312.50.
30. Eighth, the landlord claims \$750.00 for the removal of a pool the tenants left on the premises and the repair of the damage it did to the lawn. L#3-48 shows this pool. L#10 shows the removal and lawn repair cost the landlord \$750.00 before HST.
31. This portion of the landlord's claim succeeds in the amount of \$750.00.

Decision

32. The landlord’s claim for damages succeeds in the amount of \$9036.60.

**Issue 3: Security Deposit**

33. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The security deposit was \$1700.00 paid on 8-October-2022.

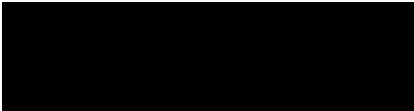
34. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 1% annual for the years 2024 and 2025, and a rate of 0% for all other years. This results in interest totaling \$34.00.

**Summary of Decision**

35. The tenants shall pay to the landlord \$11902.60 as follows:

Unpaid Rent.....	\$4600.00
Damages.....	\$9036.60
Less Security Deposit....	(\$1734.00)
Total.....	\$11902.60

25-May-2026  
Date



Seren Cahill  
Residential Tenancies Office