

Residential Tenancies Tribunal

Application 2026-0341-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 1-June-2026 at 2:00 pm.
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.

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 landlords submitted an affidavit (L#1) with their application stating that they had served the tenant with notice of the hearing electronically on 29-April-2026 at 9:00 am. Proof of service has also been provided (L#2, L#3). 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.
5. This was a written month-to-month lease agreement, with rent set at \$2300/month due on the 1st of each month. There was a security deposit of \$1500.00 which was received at the beginning of December 2024.

Issues before the Tribunal

6. Should the landlord's claim for unpaid rent and late fees 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 and Late Fees

10. The landlord claims \$4600.00 in unpaid rent, representing the full month's rent for the months of March and April 2026. He testified that the tenant vacated the premises on 27-April-2026. He also claims \$75.00 in late fees.
11. I accept the landlord's uncontradicted testimony that the tenant paid no rent for the months of March and April 2026. The landlord's claim for unpaid rent succeeds in the amount of \$4600.00.
12. S. 15(1) of the *Act* states that where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister. The minister has set the rate for late payment fees at \$5.00 for the first day and \$2.00 for each day thereafter to a maximum of \$75.00. As the rent has been overdue by more than 35 days, the maximum late payment fee of \$75.00 applies.

Decision

13. The landlord's claim for unpaid rent succeeds in the amount of \$4600.00. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 2: Damages

14. The landlord claims \$2800.00 in damages, divided amongst 8 items. Each will be discussed below. Similar items have been grouped together for brevity. 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. First, the landlord claims \$1600.00 (items 1-3 on the landlord's damages ledger for the cost of repairing holes in the walls throughout the premises. L#4 shows these holes. L#5 is a quote from a contractor stating that the repair will cost in excess of \$2000.00. This portion of the landlord's claim succeeds in the full amount claimed of \$1600.00.
16. Second, the landlord claims \$300.00 for the repair of two damaged interior doors with locks. L#4 page 12 shows the damages doors, which are clearly irreparable due to cracks in the wooden core. L#6 pages 2 and 3 shows each door will cost \$134.53 after tax, for a total of \$269.05. Each door will likely take about an hour to install. Self-labour

is compensable at a rate of minimum wage plus \$8.00/hour, or \$24.00/hour. The total cost will therefore exceed \$300.00, so this portion of the landlord's claim succeeds in the total amount claimed of \$300.00.

17. Third, the landlord claims \$150.00 for the cost of replacing the front door lock. L#4 shows the interior side of the exterior door has broken off. The outside shows signs that excessive force has been applied to it. L#6 page 3 shows replacing the lock will cost \$111.53 after tax. Installation will likely take about 2 hours, justifying up to \$48.00 in labour. This portion of the landlord's claim succeeds in the full amount claimed of \$150.00.
18. Fourth, the landlord claims \$400.00 for the replacement of a damaged toilet. L#4 page 12 shows that the toilet tank has a massive crack through the entire front of it, rendering it unusable. L#6 shows a replacement toilet will cost \$113.85. Replacing a toilet takes an amateur about 3-4 hours, justifying a labour claim of \$84.00. This portion of the landlord's claim succeeds in the amount of \$197.85.
19. Fifth, the landlord claims \$200.00 for the replacement of a broken light fixture in the dining area. L#4 shows the light fixture. The metal appears to have been bent or warped and a large portion of glass or plastic is missing. L#6 page 2 shows a replacement light fixture of similar value would cost \$136.85. The replacement selected is of a type which is relatively easy to install, and should only take about one hour, justifying a labour claim of \$24.00. This portion of the landlord's claim succeeds in the amount of \$136.85.
20. Sixth and finally, the landlord claims \$150.00 for the cost of removing garbage left on the premises. The landlord says this took him 4 trips to the local waste disposal facility and back. L#4 page 11 shows these bags of garbage. There appears to be about 20 normal sized black garbage bags. The local waste disposal facility is about 20 minutes away by vehicle one way. Given the time required to be processed and actually collect and dispose of the items, I estimate that each trip would take about one hour, for a total labour cost of \$96.00. Multiplying the total distance traveled (205.6 km) by the basic rate the Government of NL uses to reimburse employees who use their private vehicles in their employment for the month of April (44.05 ¢/km) results in a total of \$90.57, which I accept as a reasonable estimate of the cost of gas and vehicle wear and tear. This portion of the landlord's claim succeeds in the full amount claimed of \$150.00.

Damages

21. The landlord's claim for damages succeeds in the amount of \$2534.70.

Issue 3: Security Deposit

22. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.
23. 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 years 2024 and 2025 and a rate of 0% for the year 2026. The interest totals \$16.27.

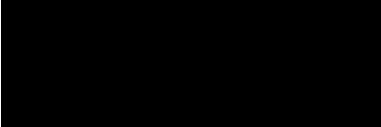
Summary of Decision

24. The landlord was successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
25. The tenant shall pay to the landlord \$5713.43 as follows:

Unpaid Rent.....	\$4600.00
Damages.....	\$2534.70
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	(\$1516.27)
Total.....	\$5713.43

12-June-2026

Date



Seren Cahill
Residential Tenancies Office