

Residential Tenancies Tribunal

Application 2026-0349-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-June-2026 at 2:00 pm.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlord, were represented by the former, 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 26-May-2026 at 9:00 am. Proof of service was also included (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.
5. This was a written fixed term lease agreement, with rent set at \$2100.00/month due on the 1st of each month and a security deposit of \$1500.00 which was paid on 18-July-2025. The security deposit was disposed of in a previous hearing, 2026-0093-NL.

Issues before the Tribunal

6. Should the landlord's claim for compensation for damages succeed?

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: Compensation for Damages

8. The landlord claims \$4569.59 in compensation for damages 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.
9. The landlord testified, and I accept, that the premises is newly renovated and the tenant was the first person to live there. As the tenancy is significantly less than a year old, depreciation is not in issue.
10. First, the landlord claims \$379.59 for window and insect screen repair. L#4 page 2 shows the destroyed window screen, and pages 6-8 shows the damaged window with a pane of glass that appears to have been removed and caulked back into place. The work looks significantly substandard. L#6 shows the replacement window will cost \$379.59. This portion of the landlord's claim succeeds in the amount of \$379.59.
11. Second, the landlord claims \$3910.00 for the cost of repairs to drywall and painting. The landlord testified that this was necessary as the tenant had been smoking in the premises in violation of the rental agreement. This tribunal is aware that cigarette smoke is a particularly obstinate odour and that painting is often one part of the process necessary to remove it. L#4 page 24 shows evidence of smoking inside the premises, and L#4 throughout shows large patches of damage to drywall. Attempts at repair have been made but they are lumpy, patchwork, and obviously inadequate. L#5 shows that the repairs and painting cost \$3910.00 after tax. This portion of the landlord's claim succeeds in the amount of \$3910.00.
12. Third and finally, the landlord claims \$280.00 for the cost of cleaning the premises, as he testified the tenant left the residential premises in an unclean state. This mess can be seen throughout L#4, particularly page 25. L#7 shows that the cleaning cost \$280.00. This portion of the landlord's claim succeeds in the amount of \$280.00.

Decision

13. The landlord's claim for compensation for damages succeeds in the amount of \$4569.59.

Summary of Decision

14. The tenant shall pay to the landlord \$4569.59 in compensation for damages.

17-June-2026

Date



Seren Cahill
Residential Tenancies Office