

Residential Tenancies Tribunal

Application 2026-0433-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 20-July-2026 at 9:15 am.
2. The applicant, [REDACTED] hereinafter referred to as the landlord, attended by teleconference alongside her husband [REDACTED]
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 29-June-2026 at 2:41 pm. 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.
5. This was a month-to-month agreement, with rent set at \$750.00/month due on the 1st of each month.

Issues before the Tribunal

6. Should the landlord's claim 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: Damages

8. The landlord seeks \$4985 in damages, divided amongst 22 separate items. Each item will be discussed below, but I have sorted related items 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.
9. First, the landlord seeks \$1260.00 for the replacement of damaged laminate flooring. They say they are unaware of the age of the flooring as they purchased the property in 2022 but note it was in excellent condition prior to the tenancy. L#4 and L#5 show this condition. Based on these photos I estimate the flooring is about five years old. L#3 pages 16-18 show the floor after the tenancy. It is heavily scratched and shows signs of water damage. L#6 shows that the cost of the replacement flooring is \$1923.03.
10. Laminate flooring has a life expectancy of about 20 years. In accordance with policy 9-005, depreciation must be considered. The formula for depreciation is $((\text{Cost of replacement/repair} \div \text{Total Years of Expected Lifespan}) \times \text{Years Remaining in Lifespan})$. The total value lost by the tenant's damage is therefore \$1442.27.
11. This portion of the landlord's claim succeeds in the full amount claimed of \$1260.00.
12. Second, the landlord claims \$225.00 for the repair of damaged walls throughout the premises. L#3 shows heavily damaged walls throughout the pictures provided, with large holes either left open or plastered poorly. L#8-L#10 show that the materials cost \$271.95.
13. This portion of the landlord's claim succeeds in the full amount claimed of \$225.00.
14. Third, the landlord claims \$150.00 for the replacement of damaged baseboards. These are visible throughout L#3. L#12 shows that the replacement materials cost \$139.10.
15. This portion of the landlord's claim succeeds in the amount of \$139.10.
16. Fourth, the landlord claims \$290.00 for the replacement of damaged doors. These destroyed and damaged doors can be seen in L#3 pages 3, 4, 9, and 14. L#6, L#7, and L#11 show that the materials for replacing the doors costs \$574.14.
17. This portion of the landlord's claim succeeds in the amount of \$290.00.
18. Fifth, the landlord claims \$30.00 for missing kitchen cabinet handles. The missing handles can be seen in L#3 page 8. Nothing was provided showing the cost of the replacement, so this portion of the landlord's claim fails.

19. Sixth, the landlord claims \$350.00 for the cost of waste disposal and cleaning. The unclean state of the premises can be seen throughout L#3, and L#3 page 15 shows a large amount of bulk garbage. The landlord testified that cleaning the premises took 8 hours and 4 trips to a garbage disposal facility 22 km away. The total time spent would therefore be about 12 hours. This tribunal awards self-labour at a rate of minimum wage plus \$8.00/hour or \$24.35/hour, for a total of \$292.20. Multiplying the distance traveled by the basic automobile reimbursement rate results in a total of \$78.14.
20. This portion of the landlord's claim succeeds in the full amount claimed of \$350.00.
21. Seventh, the landlord claims \$150.00 for the replacement of a damaged baseboard heater. This heater can be seen in L#3 page 5. L#6 shows the replacement cost is \$75.84.
22. This portion of the landlord's claim succeeds in the amount of \$75.84.
23. Eighth and finally, the landlord claims \$2580.00 for the cost of labour on the various repairs, including 18 hours for floor installation, 15 hours for drywall repair, 16 hours for painting, 8 hours for repairing baseboards, 6 hours for replacing doors, 5 hours for replacing non-baseboard trim, and 4 hours for installing the baseboard heater. I find these claims reasonable. The landlord also claimed 14 hours for cleanup, but this time was already addressed above. Totalling the claim to 72 hours and multiplying by the self-labour rate, the total remaining labour claim comes to \$1753.20.
24. This portion of the landlord's claim succeeds in the amount of \$1753.20.

Decision

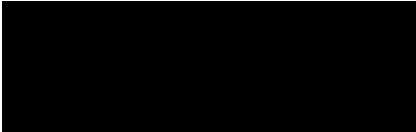
25. The landlord's claim for compensation for damages succeeds in the amount of \$4093.14.

Summary of Decision

26. The tenant shall pay to the landlord \$4093.14 in compensation for damages.

18-August-2026

Date



Seren Cahill
Residential Tenancies Office