

Residential Tenancies Tribunal

Application 2026-0597-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-August-2026 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended by teleconference.

Preliminary Issues

4. The tenant acknowledged he was properly served.
5. This was a month-to-month written agreement, with rent set at \$800.00/month due on the first day of each month and a security deposit of \$400.00 which was paid on 25-February-2026.

Issues before the Tribunal

6. Should the landlord's claim for damages succeed?
7. Should the landlord's claim for unpaid rent and late fees 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: Damages

10. The landlord claims compensation for damages in the amount of the \$3730.00, divided amongst 7 items. Each item will be dealt with below. 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 where reasonably possible.

11. First, the landlord claims \$1280.00 in compensation for a damaged front door. The door can be seen in L#1, heavily damaged. L#34 page 3 shows that the landlord was quoted \$1280.00 to replace it. The tenant does not deny damaging the door but testified that it had been damaged prior to his move in; in particular saying that it would not stay closed unless it was locked. The landlord agreed with this, but said this was a problem with the doorknob, not the door.
12. I accept the testimony of the parties. As the doorknob was already damaged, I find that a ten percent reduction is appropriate. This portion of the landlord's claim succeeds in the amount of \$1152.00.
13. Second, the landlord claims \$850.00 to replace a damaged stove. L#29-L#31 show the inside and bottom of the stove, which appears to have been struck with great force. The landlord testified that he was unsure of the stove's age but guessed about seven years. The tenant testified that the stove had stopped working prior to move out.
14. Given the unknown age of the stove and the limited documentary evidence showing it, I find that I have insufficient evidence to determine the value of the stove, if any. This portion of the landlord's claim fails.
15. Third, the landlord claims \$450.00 for the cost of repairing holes throughout the house. The holes can be seen throughout L#2-L#32. The tenant agreed he was responsible for these. L#34 shows that the landlord was quoted \$450.00 for this work.
16. This portion of the landlord's claim succeeds in the amount of \$450.00.
17. Fourth, the landlord claims \$650.00 to replace two interior doors. The tenant did not dispute damaging these doors but says replacement doors were left in the premises. The landlord denies this and the tenant offered no supporting evidence. L#34 shows that the landlord was quoted \$650.00 to replace these doors.
18. I accept the landlord's testimony. This portion of the landlord's claim succeeds in the amount of \$650.00.
19. Fifth, the landlord claims \$150.00 for the restoration of pine paneling in the premises. The tenant acknowledged that a friend of his caused this damage. L#34 shows the landlord was quoted \$150.00 for this restoration.
20. This portion of the landlord's claim succeeds in the amount of \$150.00.
21. Sixth, the landlord claims \$200.00 for a French door which he says the tenant destroyed. The tenant denies this. The door is not included in the quote provided as part of L#34, and I have no evidence showing the cost of this item.

22. This portion of the landlord's claim fails.
23. Seventh and finally, the landlord claims \$150.00 for the cost of cleaning up dog feces left on the premises. The tenant acknowledged that he did not successfully clean up all of this before vacating. The landlord says cleaning this up took him 1.5 hours. This tribunal awards a landlord's own labour at a rate of minimum wage + \$8.00/hour, for a total of \$24.35/hour.
24. This portion of the landlord's claim succeeds in the amount of \$36.53.

Decision

25. The landlord's claim for compensation for damages succeeds in the amount of \$2438.53.

Issue 2: Unpaid Rent

Landlord's Position

26. The landlord claims \$800.00 in unpaid rent for the month of May 2026. He says the tenant vacated on 25-May-2026. He also claims \$75.00 in late fees.

Tenant's Position

27. The tenant did not dispute remaining in the premises until 25-May-2026.

Analysis

28. The tenant owes rent for the time he remained in the premises. As he was served with a termination notice (L#33) with a termination date of 25-May-2026 and vacated on that same date, the rental agreement ended and he is not responsible for rent past that day. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case, the daily rate is $\$800/\text{month} \times (12 \text{ months}/365 \text{ days}) \approx \$26.30/\text{day}$. Calculated to the date of termination, this totals \$657.53.
29. 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 amount for late payment fees at \$5.00 for the first day and \$2.00 for each thereafter, to a maximum of \$75.00. As the rent has been overdue for more than 35 days, the maximum fee of \$75.00 applies.

Decision

30. The landlord's claim for unpaid rent succeeds in the amount of \$657.53. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 3: Security Deposit

31. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.

Summary of Decision

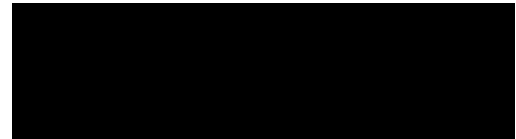
32. The landlord was successful in their claim and may therefore seek to be reimbursed for their hearing expenses. In this case they seek only the \$20.00 application fee, which is granted.

33. The tenant shall pay to the landlord \$2791.06 as follows:

Damages.....	\$2438.53
Unpaid Rent.....	\$657.53
Late Fees.....	\$75.00
Hearing Expenses.....	\$20.00
Less Security Deposit....	-\$400.00
Total.....	\$2791.06

8-September-2026

Date



Seren Cahill
Residential Tenancies Office