

Residential Tenancies Tribunal

Application 2025-0570-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was held on 11-August-2025 at 9:15 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, were not in attendance.

Preliminary Matters

4. The tenants were 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 the claim and notice of 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 affidavits, along with proof of service (L#1) with their application stating that they had served the tenants with notice of the electronically on 28-July-2025. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. The fixed-term tenancy commenced on 5-July-2021 and subsequently converted to a month-to-month agreement at a rent of \$2,000.00 per month. The tenants vacated the unit on 17-June-2025. The \$1,350.00 security deposit was disposed of in a prior decision (#2025-0378-NL).
6. The landlord amended their application to seek hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for damages - \$6965.00

- Hearing expenses - \$20.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*). Also discussed and referred to in this decision is Residential Tenancies Policy Manual 9-003, 9-005 and 12-001.

Issue 1: Compensation for Damages - \$6965.00

Relevant Submission & Landlords Position:

9. The landlord testified that there were damages / losses to the unit, and they are seeking \$6965.00 to cover the cost to repair / replace as needed. The landlord submitted a damages ledger (L#3) to support the claim as recreated below:

Damages / Losses	Amount
Washer not cleaned	1200
Front doorknob broken	200
Flooring in master bedroom	1500
Flooring in spare bedroom	1200
Cleaning	350
Paint / Plaster	500
Labour fee (floor installation, painting)	2000
Locksmith	115

The landlord's position on each of the items listed are outlined below (note: some of the items are grouped).

Item #1 – Washer not cleaned

10. The landlord is seeking \$1200.00 to replace a front load washer. He testified that the washer was new in 2021 when the tenants moved in, and the rental agreement stipulated that the tenants were obligated to clean the front-load washer in the premises after every use to decrease the chance of mold build-up. Following the tenant's vacancy, when cleaning, mould and grease was discovered in the washer indicating that it had never been taken care of. The landlord testified that the cleaner attempted to remove the stains for approximately 30 minutes but was unsuccessful. The landlord provided two pictures (L#4) of the front load washer which clearly show the rubber seal with numerous black stains which appears to be mould. The landlord noted that he had not replaced the washer at the time of hearing (11-August-2025) but would be doing so if he was successful in his claim.

Item #2 – Front doorknob broken and Locksmith

11. The landlord claims \$200.00 for replacement of a broken front doorknob. The landlord testified that upon attempting to enter the premises after the tenants vacated, the front doorknob was found to be broken and could not be repaired. In support of the claim, the landlord submitted a receipt (L#5) totalling \$331.17 for a Brentwood Grip Set Fairfax knob and two additional doorknobs and stated that the existing doorknobs were

approximately 10 years old. The landlord also submitted a locksmith receipt (L#9) totalling \$115.00, which he indicated was for re-keying the doors.

Item #3 – Flooring in Master Bedroom and Spare Bedroom

12. The landlord claims \$1,500.00 for replacement of flooring in the master bedroom and \$1,200.00 for replacement of flooring in the spare bedroom. The landlord stated that the laminate flooring was new in 2021, at the start of the tenancy. After the tenants vacated the unit in 2025, the landlord observed bubbling, scratches, and warping in the laminate flooring in both bedrooms. Five photographs (L#6, L#7) were submitted in support, which show the noted damage and appear consistent with moisture exposure. The landlord indicated that no issues with the flooring were reported by the tenants during the tenancy. No receipts were provided, and the landlord confirmed the amounts claimed are estimates only, as the flooring has not yet been replaced.

Item #4 – Cleaning

13. The landlord claims \$350.00 for cleaning of the rental premises. The landlord testified that significant cleaning was required after the tenant vacated the unit. He stated that he hired an individual who advised that approximately six hours were spent cleaning and that she charged \$350.00 for the work. No receipts were provided in support of this claim.

Item #5 – Painting / Plastering

14. The landlord claims \$500.00 for painting and plastering. The landlord testified that the rental premises were newly painted in February 2021, prior to the start of the tenancy. He stated that following the tenants' departure, some areas required repainting, although not all areas were affected, and no further details were provided. In support of the claim, the landlord submitted one photograph (L#8) showing a mid-sized scratch or black mark on a wall and a screw embedded in the wall. No receipts were provided, and the landlord confirmed that the painting and plastering work had not been completed at the time of the hearing.

Item #6 – Labour fee (Floor Installation and Painting)

15. The landlord claims \$2,000.00 for labour related to painting, plastering, and replacement of the flooring in the master and spare bedrooms. The landlord referred to the damages described in paragraphs 12 and 14 above and stated that the amount claimed represents a rough estimate of the cost to hire a contractor to complete the work. No receipts were provided. The landlord confirmed that the painting, plastering and flooring replacement had not been completed at the time of the hearing and further stated that not all of the work would necessarily need to be completed prior to re-renting the unit.

Analysis

16. The landlord seeks compensation in the amount of \$6,965.00 for damages and losses alleged to have occurred during the tenancy. This claim was assessed in accordance with Residential Tenancies Program Policy 9-003 (Compensation for Damages to Rental Premises) and Policy 9-005 (Depreciation and Life Expectancy of Property). While the landlord provided testimony and some photographic evidence to support the existence of certain damages, the landlord bears the burden of proving, on a balance of probabilities, that the damages were caused by a wilful or negligent act of the tenants, that the

damages exceed normal wear and tear, and that the claimed amounts represent actual, compensable losses supported by sufficient documentary evidence.

Item #1 – Washer not cleaned

17. With respect to the claimed replacement of the washer, the evidence establishes that the washer was not properly maintained during the tenancy and suffered mould build-up. However, the landlord did not replace the washer, nor did they provide a receipt, invoice, or written estimate confirming that replacement was necessary or establishing the claimed cost. In the absence of such evidence, and without the ability to apply depreciation as required under Policy 9-005, this portion of the claim is dismissed.

Item #2 – Front doorknob broken and Locksmith

18. Regarding the broken front doorknob and locksmith costs, the landlord established that damage to the doorknob occurred during the tenancy. However, the receipt submitted included multiple doorknobs without itemization, and the evidence indicates the hardware was approximately ten years old. As door hardware has a finite lifespan, any compensation would be limited to its remaining depreciated value rather than full replacement cost. With respect to the locksmith charge, although a cost of \$115.00 is confirmed, the evidence shows the service involved general re-keying associated with unit turnover rather than a direct result of tenant negligence. Accordingly, these amounts are not awarded.

Item #3 – Flooring in Master Bedroom and Spare Bedroom

19. The landlord also seeks compensation for replacement of laminate flooring in the master and spare bedrooms. The photographic evidence supports a finding that the flooring sustained damage exceeding normal wear and tear and is consistent with moisture exposure. However, the landlord did not replace the flooring and provided no receipts, or contractor estimates to establish the actual cost of repair or replacement. As such, the landlord has not proven the quantum of loss, nor can depreciation be applied in accordance with Policy 9-005. These claims are therefore dismissed.

Item #4 – Cleaning

20. The claim for cleaning costs in the amount of \$350.00 is unsupported by receipts or invoices. While additional cleaning may have been required at the end of the tenancy, the landlord did not provide sufficient documentary evidence to establish the cost incurred, as required under Policy 9-003. This portion of the claim is dismissed.

Item #5 – Painting / Plastering

21. With respect to painting and plastering, the evidence shows only minor wall damage consistent with ordinary use over a multi-year tenancy. The work had not been completed, no receipts or estimates were submitted, and the evidence does not establish damage exceeding normal wear and tear. As such, this claim is dismissed.

Item #6 – Labour fee (Floor Installation and Painting)

22. Finally, the landlord seeks \$2,000.00 for labour related to flooring replacement and painting. This amount represents a rough estimate of contractor costs for work that had not been completed at the time of the hearing, and which the landlord acknowledged was not necessarily required prior to re-renting the unit. No receipts, estimates, or breakdown of labour hours were provided. This claim is speculative and does not represent a proven loss. Accordingly, it is dismissed pursuant to Policy 9-003.

Decision

- 23. For the reasons set out above, the landlord has not met the evidentiary requirements to support the claimed compensation.
- 24. The landlord’s claim for compensation in the amount of \$6,965.00 is dismissed.

Issue 2: Hearing Expenses

Relevant Submission

- 25. The landlord paid a \$20.00 application fee and is seeking reimbursement. A copy of the receipt was provided (L# 10).

Analysis

- 26. Policy 12-01 permits reimbursement of hearing expenses in appropriate circumstances. As the landlord was unsuccessful on the merits of the application, hearing expenses are not awarded.

Decision

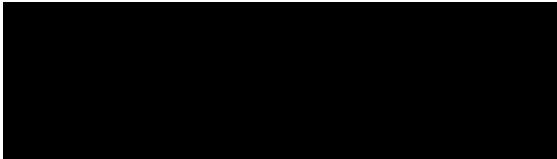
- 27. The landlords claim for hearing expenses in the amount of \$20.00 is dismissed.

Summary of Decision

- 28. The landlords claim for compensation for damages is dismissed.

6-April-2026

Date



Michael Reddy, Adjudicator
Residential Tenancies Office