

Residential Tenancies Tribunal

Application 2025-0584-NL & 2025-0668-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:06 a.m. on 10-September-2025.
2. The applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as “the landlords” attended by teleconference.
3. The respondents, [REDACTED] (tenant1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenants with the Notice of Hearing documents personally at the residential premises on 26-August-2025 (LL#1). The tenants confirmed receipt of the documents on that date and countered the claim. The tenants submitted an affidavit with their application stating that they had served the landlords with the Notice of Hearing documents personally at their place of residence on 29-August-2025 (TT#1). The landlords confirmed receipt of the documents on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a dispute with regards to when the tenancy commenced, and the landlords believe the date to be sometime in the Fall of 2021 and tenant 2 stated that they moved into the unit in the spring of 2020. The tenants vacated the unit on 30-June-2025. Rent was \$600.00 per month, due on the 1st day of each month. A security deposit was never paid.
6. The landlords amended their application to decrease compensation paid for inconvenience from \$650.00 as per the application to \$600.00 and to seek hearing expenses.
7. The tenants amended their application to decrease compensation paid for inconvenience from \$100.00 as per the application to \$80.00 and to seek hearing expenses.

8. Post hearing evidence submitted by the landlords will not be entered into evidence as it was not requested by the adjudicator.

Issues before the Tribunal

9. The landlords are seeking:
- Compensation paid for damages \$2700.00
 - Compensation paid for inconvenience \$600.00
 - Hearing expenses \$20.00
10. The tenants are seeking:
- Compensation paid for damages \$1200.00
 - Compensation paid for inconvenience \$80.00
 - Hearing expenses \$20.00

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
12. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

Issue # 1: Compensation paid for Damages \$2700.00

Relevant Submission

13. The landlords testified that there were damages / losses to the unit, and they are seeking \$2700.00 to cover the cost to repair /replace as needed. The landlords submitted a damages ledger to support the claim (LL#2). See copy of damages ledger below:

Damages Ledger 2025-0584-NL & 2025-0668-NL		
Damages	Amount	Total
Replace damaged doors & labor	\$400.00	\$400.00
Cleaning	\$800.00	\$1,200.00
Painting	\$1,500.00	\$2,700.00

Landlord's and Tenant's Positions

14. The landlords and tenant's positions on each item listed above are as follows:

Item # 1: Replace damaged doors & labor (\$400.00) – The landlords testified that 2 interior doors (master bedroom door and second bedroom door) were damaged with holes and cracks beyond repair and needed to be replaced, and they are seeking \$120.00 to replace each door and \$160.00 for 2 hours of labor at \$80.00 per hour. The landlord's submitted photographs of the damaged doors (LL#3) and a copy of a quote from [REDACTED] *Home Hardware* to support the claim (LL#4). The tenants did not dispute that they caused the damage to the master bedroom door as it would malfunction from time to time and lock from the inside at which times they would have to force entry. The tenants did not dispute that the damage to the second bedroom door

occurred during the tenancy; however, tenant 1 stated that he did not know how the damage occurred. The tenants disputed that the bedroom doors were new doors and tenant 1 stated that there had been prior damages to the second bedroom door as there was noticeable work to the bottom portion of the door including the use of plaster and paint. The tenants submitted a photograph of the second bedroom door to support the claim that the door was not new (TT#2). The tenants also disputed the landlords claim for \$160.00 for labor and tenant 1 stated that it would cost no more than \$50.00 for labor to remove and hang each door.

Item # 2: Cleaning (\$800.00) - The landlords testified that the unit needed a deep clean due to the presence of cigarette smoke residue and overall smoke damage and they are seeking 13 hours of labor for 3 persons at \$20.00 per hour for a total of \$800.00 to cover the cost to remove the nicotine from the unit. Landlord 1 testified that all the ceiling fans had to be cleaned, all plastic inserts around the windows needed to be removed and cleaned, the fuse panel had to be cleaned down and the walls had to be washed down. The landlord's submitted photographs of the unit to support the claim (LL#5). The tenants disputed ever smoking in the unit and tenant 1 stated that they only smoked in the shed area and tenant 1 also stated that the landlord's photograph of an ashtray in the unit was staged by the landlord after they vacated.

Item # 3: Painting (\$1500.00) - The landlords testified that the unit needed to be painted including the ceilings due to the presence of nicotine from the cigarette smoke residue in the unit and they are seeking \$1200.00 for the cost of painting materials and \$300.00 for the cost of labor for a total of \$1500.00 to complete the work. The landlord's submitted photographs of the unit (LL#6) and a copy of a quote from [REDACTED] Home Hardware to support the claim (LL#7). The tenants disputed ever smoking in the unit and tenant 1 testified that he painted the unit when they moved in. The landlord disputed the tenants claim that they painted the entire unit when they moved in and landlord 1 stated that the unit was renovated and freshly painted prior to the tenancy, and he stated that the tenants did paint the bathroom and that was their choice to do so.

Analysis

15. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

16. Based on the testimony of the landlord's and the tenants and based on the exhibits entered into evidence, each item is analyzed as follows.

Item # 1: Replace damaged doors & labor (\$400.00) – Based on the testimony of both the landlords and the tenants and based on the exhibits entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the damage exists and they were able to show that the tenants were negligent in causing the damages. The landlords were also able to show the cost to replace the doors.

In accordance with Section 9-5: Depreciation and life expectancy of property, interior doors have a 40-year lifespan. I accept the landlord's testimony that the doors are 5 years old and the work to the second bedroom door involved fitting the door properly to the space. As there is approximately 87% of the door's life cycle remaining, I find that the tenants are responsible for 87% of the cost to replace the doors in the amount of \$208.80 (\$240. X 87%). As for the cost of labor, I agree with the tenants that it would not

cost \$160.00 to remove and hang 2 doors. The allowable rate for self-labor is currently \$24.00 per hour and as such, I find that the tenants are responsible for 2 hours of labor for 2 persons at \$24.00 per hour for a total of \$96.00. In conclusion, I find that the tenants are responsible for the cost to replace the damaged doors including labor in the amount of \$304.80.

Item # 2: Cleaning (\$800.00) - Based on the exhibits entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the unit needed a deep cleaning due to the presence of cigarette smoke and nicotine residue. I do not accept the tenant's testimony that they did not smoke in the unit, nor do I accept that it took 3 persons 13 hours each to complete the work. I find that it is more reasonable to expect that it would take approximately 20 hours to complete the work for a total cost of \$400.00 (\$20 hrs x \$20 per hour). I find that the tenants are responsible for the cost to clean the unit in the amount of \$400.00.

Item # 3: Painting (\$1500.00) - Based on the exhibits entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I find that the landlords were able to show that the unit needed to be painted due to the presence of nicotine. The landlords were also able to show the cost to purchase materials and I accept that it is reasonable to expect that it would cost \$300.00 for a painter to complete the work.

In accordance with Section 9-5: Depreciation and life expectancy of property, interior paint has a 15-year lifespan. I accept the landlord's testimony that the unit was freshly painted 5 years ago and as there is approximately 67% of the interior paint's life cycle remaining, I find that the tenants are responsible for 67% of the cost to paint the unit in the amount of \$1005.00 (\$1500 X 67%).

Decision

17. The landlord's claim for compensation paid for damages succeeds in the amount of \$1709.80.

Issue # 2: Compensation paid for inconvenience \$600.00

Landlord's and Tenant's Positions

18. The landlords stated that they incurred the loss of rental income for the month of July 2025 in the amount of \$600.00 and they are seeking to be paid that amount in full. Landlord 1 stated that the cleaning and painting and the removal of a vehicle from the yard took time and the transaction between tenants took almost 4 weeks. The tenants disputed that they smoked in the unit and as a result they should not be responsible for the loss of rental income to clean or paint the unit which caused the delay in re-renting the unit. The tenants also disputed that it would take 3-4 weeks to clean and paint.

Analysis

19. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

20. In accordance with Section 47 of the *Act* as stated above, an *Order* can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their inconveniences. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. I find that a loss of rental income should have been listed as losses to the landlord and shall be analyzed as such.
21. Based on the fact that the landlords have been successful in their claims for cleaning and painting, I find that the unit could not have been ready to re-rent for at least a month. Landlords should not incur any financial hardship due to the actions of tenants and for that reason, I find that the tenants are responsible for the landlord's loss of rental income for the month of July in the amount of \$600.00.

Decision

22. The landlord's claim for compensation paid for inconvenience succeeds in the amount of \$600.00.

Issue # 3: Compensation paid for Damages \$1200.00

Relevant Submission

23. The tenants testified that the landlords threw their personal belongings outside the unit without their permission causing damages / losses to some of the items and they are seeking to be reimbursed in the amount of \$1200.00 to cover the cost to repair /replace as needed. The tenants submitted a damages ledger to support the claim (TT#3). See breakdown of damages ledger below: **Note** the amount on the ledger is less than the amount sought on the application.

Damages Ledger 2025-0584-NL & 2025-0668-NL		
Damages	Amount	Total
Security cameras & receiver	\$900.00	\$900.00
Microwave	\$100.00	\$1,000.00
Pool stick	\$100.00	\$1,100.00
Mirror	\$50.00	\$1,150.00

Tenant's and Landlord's Positions

24. The tenant's and landlord's positions on the above list of items are as follows:

Item # 1: Security cameras & receiver (\$900.00) – The tenants testified that the landlords damaged 2 security cameras by cutting the wires and damaged the security receiver box by throwing it outside on the patio and stomping on it, and they are seeking \$500.00 for the cost to replace the security cameras and \$400.00 to cover the cost to replace the receiver. The tenant's submitted a copy of 4 videos showing the cameras being tampered with, pre-tampering footage and post tampering footage (TT#4) and a photograph of the damaged receiver box (TT#5). The landlords did not dispute that they removed the tenant's belongings to the patio area to be picked up by the tenants; however, they disputed that they caused any damage to the cameras and receiver. Landlord 1 testified that he removed the tape from the cameras leaving them unharmed and he disputed stomping on the receiver box.

Item # 2: Microwave (\$100.00) - The tenants testified that the landlords damaged their microwave by throwing it out on the patio breaking the glass in the door, and they are seeking \$100.00 for the cost to replace the microwave. The tenant's submitted a photograph of the damaged microwave to support the claim (TT#6). The landlords did not dispute that they removed the tenant's belongings to the patio area to be picked up by the tenants, however they disputed that they caused any damage to the microwave.

Item # 3: Pool stick (\$100.00) – The tenants testified that the landlords damaged a vintage pool stick that was gifted to them by their daughter by throwing it out on the patio with other belongings causing it to get cracked in half, and they are seeking \$100.00 for the cost to replace the pool stick. The tenant's submitted a photograph of the damaged pool stick (TT#7). The landlords did not dispute that they removed the tenant's belongings to the patio area to be picked up by the tenants; however, they disputed that they caused any damage to the pool stick and landlord 1 testified that the pool stick was cracked when they removed it from the premises.

Item # 4: Mirror (\$50.00) - The tenants testified that the landlords damaged a mirror by throwing it out on the patio breaking the glass in the mirror, and they are seeking \$50.00 for the cost to replace the mirror. The landlords did not dispute that they removed the tenant's belongings to the patio area to be picked up by the tenants, however they disputed that they caused any damage to the mirror.

Analysis

25. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

26. Based on the testimony of both parties and the exhibits entered into evidence, each item is analyzed as follows.

Item # 1: Security cameras & receiver (\$900.00) – Based on the testimony of the tenants and the exhibits entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I find that the tenants were able to show that the damages exists, and they were able to show that the landlords were negligent in causing the damages. The tenants were unable to show the cost to replace the items, however they testified that 3 cameras cost \$600.00 approximately 6 years ago (\$200.00 per camera) and the security receiver box costs \$400.00. I do not accept the testimony of the landlords that they did not damage the cameras and the receiver box.

In accordance with Section 9-5: Depreciation and life expectancy of property, depreciation shall be taken into consideration when awarding compensation for damages. Research shows that outside cameras have an 8-year lifespan and receiver boxes can last up to 10 years (research taken from www.brinkshome.com). As there is approximately 25% of the camera's life cycle remaining and 40% of the receiver boxes life cycle remaining, I find that the landlords are responsible for 25% of the cost to replace the cameras in the amount of \$100.00 (\$400 X 25%) and 40% of the cost to replace the receiver box in the amount of \$160.00 (\$400.00 x 40%). In conclusion, I find that the landlords are responsible for the cost to replace the 2 damaged security cameras and the security receiver box in the amount of \$260.00.

Item # 2: Microwave (\$100.00) - Based on the testimony of the tenants and the exhibit entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above,

I find that the tenants were able to show that the damage exists, and they were able to show that the landlords were negligent in causing the damage. The tenants were unable to show the cost to replace the microwave, however they testified that the microwave was medium in size and was purchased approximately 6 years ago. I do not accept the landlord's testimony that they did not damage the microwave.

In accordance with Section 9-5: Depreciation and life expectancy of property, microwaves have a 9-year lifespan. Research shows that a medium sized microwave cost approximately \$138.00 (research taken from www.walmart.com). As there is approximately 33% of the microwave's life cycle remaining, I find that the landlords are responsible for 33% of the cost to replace the microwave in the amount of \$45.54 (\$138.00 X 33%).

Item # 3: Pool stick (\$100.00) – Based on the testimony of the tenants and the exhibit entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I find that the tenants were able to show that the damage exists, and they were able to show that the landlords were negligent in causing the damage. The tenants were unable to show the cost to replace the pool stick and testified that it was a vintage *Coca-Cola* stick which held sentimental value to them. I do not accept the landlord's testimony that the stick was broken prior to throwing it outside.

In accordance with Section 9-5: Depreciation and life expectancy of property, depreciation shall be taken into consideration when awarding compensation for damages and research shows that vintage wooden pool sticks can last a lifetime. Research also shows that the value of a vintage *Coca-Cola* pool stick varies widely depending on its specific model, condition, and whether its's a collectible piece or a promotional item. As I do not know the specifics of the stick or how much it cost, I find that it is reasonable to award a nominal amount of \$50.00 to cover the cost of the damaged pool stick. I find that the landlords are responsible for the cost to replace the pool stick in the amount of \$50.00.

Item # 4: Mirror (\$50.00) - In accordance with section 9-3 of the *Policy* as stated above, I find that the tenants were unable to show that the damage exists, and they were unable to show that the landlords were negligent in causing the damage. For those reasons, I find that the landlords are not responsible for the cost to replace the mirror.

Decision

27. The tenant's claim for compensation for damages succeeds in the amount of \$355.54.

Issue # 4: Compensation paid for inconvenience \$80.00

Tenant's and Landlord's Positions

28. The tenants testified that they were inconvenienced by commuting back and forth from [REDACTED] to [REDACTED] dealing with the landlords trying to get rent refunded and picking up their personal belongings and they are seeking \$80.00 to cover the cost of fuel consumption. The landlords disputed the tenants claim for inconvenience.

Analysis

29. I accept that there was comings and goings towards the end of the tenancy, at one point the tenants were locked out and then they were allowed back in. Also, there was a previous *Order* for the tenants to vacate the property which was never enforced properly. Personal belongings were thrown outside on the patio and then allowed back in the unit.

Given everything that transpired at the end of the tenancy, I accept that the tenants did commute back and forth. However, I find that the tenants were unable to show that their inconveniences were caused by the landlords, and as such, I find that the landlords are not responsible to cover the cost of the tenant's fuel consumption.

Decision

30. The tenant's claim for compensation paid for inconvenience does not succeed.

Issue # 5: Hearing expenses

Analysis

31. Both the landlords and the tenants paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As both parties have been partially successful in their claims, I find that each party shall be responsible for their own hearing expenses.

Decision

32. The landlord's claim for hearing expenses does not succeed.

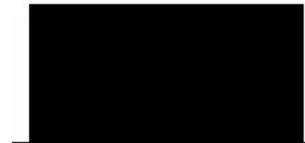
33. The tenant's claim for hearing expenses does not succeed.

Summary of Decision

34. The tenants shall pay the landlords \$1954.26 as follows:

Compensation for damages	\$1709.80
Compensation for inconvenience	600.00
Less: Compensation for damages	355.54
 Total	 \$1954.26

October 6, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office