

Residential Tenancies Tribunal

Application 2025-0623-NL
Counter application 2025-0822-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:06 a.m. on 28-October-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenant submitted an affidavit stating that they served the landlord with the notice of the hearing electronically on 24-August-2025 (TT#1). The landlord confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically on 9-October-2025 (LL#1). The tenant confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There was a fixed-term rental agreement which commenced on 15-July-2024 until 14-July-2025, however the tenant has resided in the unit since July-2023. The tenant vacated the unit on 10-July-2025. Rent was \$2075.00 per month due on 15th of each month. A security deposit of \$1406.25 was collected on 26-June-2023 and a portion of \$700.00 is still in the landlord’s possession.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of security Deposit \$700.00.
8. The landlord is seeking:
 - Compensation paid for damages \$1932.50;
 - Security deposit to be applied against any monies owed \$700.00

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*.
10. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy* Section 9-3: Compensation for Damages to Rental Premises, and Section 18(5) of the *Residential Tenancies Act*: Notice of termination of rental agreement.

Issue # 1: Compensation paid for Damages \$1932.50.

Relevant submissions:

11. The landlord testified that they had offered the tenant several opportunities to complete the repairs in the unit independently, but the tenant failed to do so. The landlord then proceeded to complete the repairs and is seeking compensation paid for damages as per damages ledger, see copy below:

1	Holes in the different walls - Plaster of Paris	\$	20.00	
2	Paint - to paint the walls after fixing holes	\$	80.00	
3	Labour	\$	500.00	
4	Lawn mowing (Grass was at it's max height)	\$	100.00	
5			700.00	Held by land lord from damage deposit
6				
7	Compensation for additional damages.			
8	Dirty closet - cleaning + paint + labour	\$	100.00	
9	Ceiling - cleaning + paint + labour	\$	300.00	
10	Floor in master br - material + labour	\$	200.00	
11	Back Lock - Key was not going in, something stuck in it)			
12	• Lock ^(SS) + labour (20)	\$	75.00	
13	Electric bill - Only \$15 held while bill was \$ 27.50	\$	12.50	
14			687.50	
15				
16	Next tenant didn't move in because of - Rent for 15 days	\$	1245.00	
17				

#1: Plaster, paint and labor \$600.00

Landlord's Position:

12. The landlord is seeking compensation for damages to the walls of the rental unit. The landlord stated that after the tenant vacated, there were multiple holes left in the walls throughout the unit, including in the master bedroom, kitchen, hallway, both bedrooms, and near the stairs. The landlord submitted photographic evidence showing the condition of these areas (LL#2). She stated that the cost of materials was \$20.00 for plaster and \$80.00 for paint, and that she paid \$500.00 in labor to a handyman who completed the plastering and painting. The landlord further stated that the handyman was paid in cash and that the amount claimed represents the quote provided for the work performed.

Tenant's Position:

13. The tenant disputed the landlord's claim and stated that the landlord did not provide photographic evidence showing the condition of the unit prior to the start of this tenancy.

The tenant explained that she does not believe it was her responsibility to repair all of the holes in the walls, as before her tenancy previous tenants had occupied the unit for one year and had left multiple holes and nails throughout the walls. The tenant testified that she had asked the landlord to repair those holes and remove nails before her tenancy began; however, the handyman provided by the landlord started the work but did not complete it.

14. The tenant further stated that she agrees to pay \$200.00 from her security deposit toward the damages that occurred during her tenancy, specifically for patching few holes and for the area where a television mount had been installed. She stated that, in her view, the walls required finishing at the beginning of the tenancy, and some of the repairs she completed herself were not her responsibility, as the damage existed prior to her occupancy. The tenant believes that \$200.00 is a reasonable amount to cover the cost of patching the holes attributable to her tenancy.

#2: Lawn mowing \$100.00

Landlord's Position:

15. The landlord is seeking compensation in the amount of \$100.00 for lawn mowing. She testified that the tenant was responsible for maintaining the lawn and that, upon vacating the property, the grass was found to be very tall. The landlord stated that the mowing needed to be done immediately and submitted photographic evidence to support her claim (LL#3). The landlord stated that the same handyman who completed other repairs also performed this work.

Tenant's Position:

16. The tenant acknowledged that she was responsible for lawn maintenance but disputed the landlord's claim. She explained that the grass had been cut at the beginning of June, and due to very dry weather and lack of rain, the grass did not grow back significantly. The tenant stated that when she vacated the premises on 10-June, the grass was not tall. She further testified that she and another tenant, who lived downstairs, agreed to share the cost of lawn care — and she paid \$20.00 toward the June mowing, while the other tenant was responsible for arranging and paying her portion of \$10.00 for the July mowing. The tenant also disputed the landlord's photographic evidence, stating that the photograph provided does not show the grass from the rental property but likely shows a neighbor's lawn.

#3: Dirty closet – clean, paint, labor \$100.00

Landlord's Position:

17. The landlord is seeking compensation in the amount of \$100.00 for cleaning, painting, and labor to repair the closet. The landlord stated that when the tenant vacated the unit, the closet was found to be very dirty and appeared to have mold. She explained that the new tenants, who were scheduled to move in on the 15th of July, refused to do so because they were concerned about possible mold in the closet. The landlord stated that, upon further inspection, it was determined that the issue was not mold but water damage. She testified that the handyman performed the necessary cleaning and painting, and the landlord believes that the tenant is responsible for the cost of this work. The landlord submitted a photo to support their claim (LL#4).

Tenant's Position:

18. The tenant disputed the landlord's claim and stated that she and another person assisted her in thoroughly cleaning the unit before vacating, including the closet. She also testified that during the walkthrough inspection, both she and the landlord were present at the premises, and no dirt or mold was noted in the closet at that time. The tenant believes that if there was found any damage, it likely developed after she vacated the unit, possibly due to a lack of air circulation while the unit remained closed.

#4: Ceiling – cleaning, paint and labor \$300.00

Landlord's Position:

19. The landlord is seeking \$300.00 for painting the living room ceiling. The landlord stated that there was visible rectangular mark on the ceiling (LL#5). The landlord is seeking reimbursement for the cost of paint and labor associated with the repair.

Tenant's Position:

20. The tenant disputed the landlord's claim, stating that she never touched or placed anything on the ceiling. She explained that the only maintenance she performed was occasional dusting. The tenant stated that she does not recall the mark described by the landlord and believes that, if such a mark exists, it may have been present from the previous tenants. She noted that there were other marks on the walls and ceilings that remained from before her tenancy began.

#5: Floor in master bedroom \$200.00

Landlord's Position:

21. The landlord decided to dismiss this claim during the hearing.

#6: Back lock – replacement and labor costs \$75.00

Landlord's Position:

22. The landlord is seeking reimbursement for the cost of replacing the back door lock, totaling \$75.00, which includes \$55.00 for the new lock and \$20.00 for labor. The landlord stated that when the tenancy ended, they attempted to access the unit and discovered that the back door lock was not functioning. According to the landlord, the handyman advised that something was stuck inside the lock. The landlord explained that the lock had been newly installed when the tenant moved in.

Tenant's Position:

23. The tenant disputed the landlord's claim. They recalled that the handyman had installed a new lock, but the back door lock had not worked properly since that time. The tenant stated that they never used the back door during their tenancy and therefore did not report the issue to the landlord. They believe that the malfunction may have existed from the beginning or resulted from improper installation, and therefore they should not be held responsible for the replacement cost.

#7: Electric bill \$12.50

Landlord's Position:

24. The landlord is seeking reimbursement for the cost of utilities in the amount of \$12.50, explaining that the tenant paid only a portion of \$15.00 while the total amount of the electricity bill was \$27.50.

Tenant's Position:

25. The tenant did not dispute the landlord's claim and confirmed to be responsible for the payment of utilities in the amount of \$12.50.

#8: Lost rent \$1245.00

Landlord's Position:

26. The landlord is seeking rent for 15 days, on the basis that new tenants did not move into the unit as planned due to dirt and mold found in the closet. The landlord submitted a copy of a conversation with a potential tenant to support the claim (LL#6). Therefore, the landlord stated that she believes that the tenant remains responsible for rent for the 15 days following her move-out date.

Tenant's Position:

27. The tenant disputed the landlord's claim. She stated that she had paid rent up to 14-July and that the landlord accepted her termination notice, which gave one month's notice of her intention to vacate. The tenant denied causing any damage to the closet, explaining that it was clean when she left and that any water damage may have occurred after she vacated, as the closet door had remained closed. She also stated that during the walk-through inspection, no such damage was identified. The tenant further explained that, in her view, the unit was in better condition when she moved out than when she first moved in, as she had to clean extensively upon taking possession. She believes the landlord's claim for additional rent and damages is unfounded and possibly retaliatory, noting that the landlord was preparing the property for sale.

Analysis

28. In accordance with *Residential Tenancies Policy* 9-3, the applicants are required to show:

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

#1: Plaster, paint and labor \$600.00

29. I accept the evidence presented by the landlord showing patched areas and visible damage to the walls. However, the landlord did not provide photographic evidence to show the condition of the walls at the beginning of the tenancy. I also accept the tenant's testimony that multiple holes and nails in the walls existed prior to her tenancy. The tenant stated that she received the key directly from the previous tenants and that the landlord did not conduct any repairs before her tenancy commenced. Therefore, I find that the landlord failed to prove that the tenant is responsible for all the damages claimed.

30. As the tenant acknowledged that some of the damages occurred during her tenancy and accepted responsibility for those damages, including few holes in the walls and the area

where the television mount had been installed, I find that her offer of \$200.00 represents a reasonable amount to cover those specific damages.

31. Accordingly, the landlord's claim for compensation for paint, plaster, and labor succeeds in the amount of \$200.00.

#2: Lawn mowing \$100.00

32. The tenant disputed that the lawn was overgrown at the time when she vacated and also disputed the landlord's photographic evidence, stating that the photograph provided does not show the grass from the rental property but likely shows a neighbor's lawn. As the landlord did not provide a clear photograph showing the overgrown lawn at the premises, I accept the tenant's explanation that the lawn had been mowed in early June and remained short due to dry weather conditions.

33. Accordingly, I find that the landlord has failed to demonstrate that the tenant was responsible for the cost for lawn mowing. Therefore, the landlord's claim for lawn mowing does not succeed.

#3: Dirty closet – clean, paint, labor \$100.00

34. Upon review, I find that the photographic evidence provided by the landlord does not clearly show that the closet was significantly dirty or required cleaning and painting. The landlord did not provide any additional proof to demonstrate that such work was necessary or that payment was made to the handyman specifically for this task.

35. As a result, I find that the landlord has failed to establish that damage occurred during the tenancy or that the claimed amount represents a reasonable cost of repair. Therefore, the landlord's claim for clean, paint and labor in closet does not succeed.

#4: Ceiling – cleaning, paint and labor \$300.00

36. The landlord did not provide clear evidence to establish that the damage occurred during the tenant's occupancy. Given that the tenant disputes the landlord's claim and no corroborating proof was submitted, I find that the landlord has not met the burden of proof. Therefore, the claim related to the living room ceiling does not succeed.

#5: Floor in master bedroom \$200.00

37. This claim was dismissed by the landlord.

#6: Back lock – replacement and labor costs \$75.00

38. While I accept the landlord's and the tenant's statement that the lock was newly installed at the beginning of the tenancy, the landlord did not submit any evidence to show that the damage or malfunction resulted from the tenants' actions or neglect.

39. Given the lack of proof that the damage was caused by the tenant and the absence of documentation confirming the claimed expenses, I find that the landlord has not met the burden of proof. Therefore, the landlord's claim for the back door lock replacement does not succeed.

#7: Electric bill \$12.50

40. As the tenant did not dispute the claim or the amounts owing, I find that the tenant is responsible for the utilities in the amount claimed by the landlord. Therefore, the landlord's claim for the utilities succeeds in the amount of \$12.50.

#8: Lost rent \$1245.00

41. While the landlord was not successful in their claim for repairs to the closet and failed to establish that the tenant was responsible for any related damage, I inquired as to how the tenancy was terminated. Both parties confirmed that the tenant had informed the landlord of her intention to vacate the unit one month prior to the end of the fixed-term rental agreement.

42. In accordance with Section 18(5) of the *Residential Tenancies Act*, which states that a notice of termination is not required when the landlord and tenant agree to terminate the rental agreement on a specific date, I find that the parties mutually agreed to a date to end the tenancy. The tenant informed the landlord of her intention to vacate one month prior to the end of the fixed-term agreement, and both parties confirmed this arrangement. Therefore, I find that the tenant is only responsible for rent during the period she was entitled to occupy the unit. I accept the parties' statements that rent was paid up to 14-June, and accordingly, the landlord's claim for additional rent does not succeed.

Decision

43. The landlords' claim for compensation paid for damages succeeds in the amount of \$212.50.

Issue # 4: Security deposit to be applied against any monies owed \$700.00

Analysis

44. Section 14 of the Residential Tenancies Act, 2018 states:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.

(9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.

(10) Where a landlord believes he or she has a claim for all or part of the security deposit,

(a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or

(b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.

(11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

45. Upon reviewing the evidence submitted, I find proof that the landlord refunded a portion of \$691.25 to the tenant on 22-July-2025 (LL#7). This indicates that the remaining amount of \$715.00 is still in the landlord's possession.
46. The landlord's claim for losses has been successful as per paragraph 43 and as such, the security deposit shall be applied against monies owed. Pursuant to the Residential Tenancies Act, 2018 the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest in 2024-2025 is 1% and is calculated as follows:

Security Deposit	\$715.00
Interest on \$1406.25 (26 June 2023 – 22-July-2025)	\$21.92
Interest on \$715.00 (23-July-2025 – 28-October-2025)	\$1.92

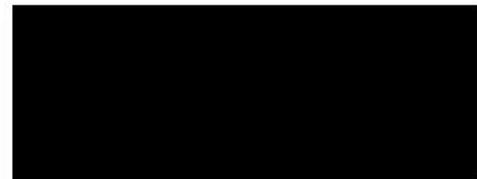
Decision

47. Security deposit plus interest of \$738.84 shall be applied against monies owed.

Summary of Decision

48. The landlord shall retain \$212.50 from the Security Deposit to cover *compensation paid for damages*.
49. The landlord shall refund remaining portion of Security Deposit of \$526.34 to the tenant.

November 13, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office