

Residential Tenancies Tribunal

Application 2025-0631-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:18 a.m. on 26-August-2025.
2. The applicant, [REDACTED] represented by [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” attended via teleconference
3. The respondents, [REDACTED], [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, did not attend.
4. The initial claim 2025-0498-NL was dismissed and unmarked as a counterclaim to 2025-0631-NL, as the applicants in that matter did not attend the hearing.

Preliminary Matters

5. 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 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.
6. The landlord submitted an affidavit with their application stating that they had served the tenants with the notice of hearing electronically via emails to [REDACTED], [REDACTED] and [REDACTED] on 12-August-2025 (LL#1). The landlord’s representative confirmed that the tenants provided these email addresses for communication as per their rental agreement and submitted a proof of service. In accordance with the *Residential Tenancies Act, 2018* this is good service. 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.
7. There was a fixed-term rental agreement which commenced on 1-November-2023 for one year. Rent was \$2000.00 per month due on the 1st of each month. The tenants vacated the unit on 1-September-2024. A security deposit of \$1500.00 was collected on 20-September-2023 and is still in the landlord’s possession.

8. The landlord's representative amended their application to include hearing expenses of \$60.00.

Issues before the Tribunal

9. The landlord is seeking:
- Compensation paid for damages \$1313.13;
 - Utilities paid \$507.92;
 - Other expenses \$100.00;
 - Hearing expenses \$60.00;
 - Security deposit to be applied against any monies owed \$1500.00.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*, Section 9-3: Compensations for Damages to Rental Premises, Section 12-1: Costs, and following section of the *Residential Tenancies Act, 2018*, Section 14: Security Deposit.

Issue #1: Compensation for Damages \$1313.13.

Relevant Submission

12. The landlords are seeking compensation paid for damages as per the ledger submitted, see copy below:

Item #	Description of Damages	Compensation Claimed
1.	Cleaning completed after vacancy	\$892.63
2.	Wall Repairs from string lights installed	\$225.00
3.	Carpet cleaning completed after vacancy	\$195.50
Total		\$1,313.13

13. Landlord's representative testimony on each item is as follows:

#1: Cleaning \$892.63

14. The landlord is seeking compensation for cleaning in the amount of \$892.63. The landlord's representative testified that the rental property is a large, three-level home with a basement, containing three bedrooms and two-and-a-half bathrooms. They stated that the tenants did not meet their cleaning obligations upon move-out. The landlord's representative stated that the tenants were aware about a cleaning checklist that had been provided to the tenants (LL#2). According to the landlord's representative, extensive cleaning was required throughout the unit, including flooring, baseboards, walls, stairs, and windows. The kitchen required additional cleaning of the cabinets, flooring, and fridge, including underneath the fridge. The landlord further testified that hair, dust, and dirt were left in the bedrooms and on the stairs, and the toilets, windows, and walls were not properly cleaned. The landlord explained that a professional cleaning company was hired, and an invoice was submitted (LL#3). As the company did not complete the work, the landlord's employee finished the remaining cleaning (LL#4). The landlords submitted photographic evidence to show the

condition of the unit before the tenancy and after the tenants vacated (LL#5,6) to support the claim.

#2: Wall repairs \$225.00

15. The landlord is seeking compensation for wall repairs. They testified that in one of the bedrooms, decorative lights were affixed around the window, and when these were removed, damage to the walls and paint occurred. The landlord explained that sanding, plastering, and painting were required to restore the area, along with smaller repairs in other parts of the unit. According to the landlord, one of their employees performed the work, which required approximately 3–4 hours to complete. A receipt was submitted in support of this claim (LL#7).

#3: Carpet cleaning \$195.50

16. The landlord is seeking compensation for carpet cleaning. They testified that the carpet on 30 stairs was freshly installed prior to the tenancy and that the tenants were the first occupants after the unit was fully renovated. According to the landlord's representative, the carpet was left in a filthy condition and required professional cleaning. In addition, one of the bedrooms with carpet flooring required carpet cleaning. The landlord submitted photographic evidence and receipt for the professional carpet cleaning (LL#8).

Analysis

17. 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: Cleaning \$892.63

18. The landlord is seeking compensation for cleaning in the amount of \$892.63. The landlord's representative testified that the rental property is a large, three-level home with a basement, containing three bedrooms and two-and-a-half bathrooms. They stated that the tenants did not meet their cleaning obligations upon move-out. The landlord's representative stated that the tenants were aware about a cleaning checklist that had been provided to the tenants. According to the landlord, extensive cleaning was required throughout the unit, including flooring, baseboards, walls, stairs, and windows. The kitchen required additional cleaning of the cabinets, flooring, and fridge, including underneath the fridge. The landlord further testified that hair, dust, and dirt were left in the bedrooms and on the stairs, and the toilets, windows, and walls were not properly cleaned. The landlord explained that a professional cleaning company was hired, and an invoice was submitted. As the company did not complete the work, the landlord's employee finished the remaining cleaning. The landlord submitted photographic evidence to show the condition of the unit before the tenancy and after the tenants vacated to support the claim.

19. I accept the landlord's representative testimony that the unit required cleaning after the tenants vacated, as the tenants were not present or represented during the hearing to dispute the landlord's claim. The tenants are required to leave the rental unit in a clean condition. I accept that the landlords provided the tenants with a list of cleaning expectations, and that the tenants made efforts to clean the unit, however I find that the

landlord has demonstrated through photographic evidence that the in kitchen, bedrooms, stairs, flooring, windows and baseboards throughout the unit required additional cleaning. I find that the landlord complied with the Section 9-3 of the *Policy*, as stated above, and was able to demonstrate that the areas in question were not cleaned and provide evidence of the cost of the cleaning.

20. Therefore, I find that the landlord's claim for cleaning succeeds in the amount of \$892.63.

#2: Wall repairs \$225.00

21. The landlords are seeking compensation for wall repairs. They testified that in one of the bedrooms, decorative lights were affixed around the window, and when these were removed, damage to the walls and paint occurred. The landlord explained that sanding, plastering, and painting were required to restore the area, along with smaller repairs in other parts of the unit. According to the landlord, one of their employees performed the work, which required approximately 3–4 hours to complete. A receipt was submitted in support of this claim.

22. I accept the landlord's representative's testimony that the tenants installed decorative lights around one of the windows and, upon their removal, damage occurred to the wall and paint. As the tenants were not present or represented during the hearing to dispute this claim, I accept the landlord's representative's testimony on this issue. I accept the landlord's representative testimony that the unit was freshly painted and renovated before the tenants moved in, and that the tenants were the first occupants of the unit. Therefore, I find them to be responsible for the damages identified in this matter. I also accept the receipt submitted by the landlord confirming the cost and that the wall repairs were completed.

23. Therefore, I find that the landlord's claim for wall repairs succeeds in the amount of \$225.00.

#3: Carpet cleaning \$195.50

24. The landlords are seeking compensation for carpet cleaning. They testified that the carpet on 30 stairs was freshly installed prior to the tenancy and that the tenants were the first occupants after the unit was fully renovated. According to the landlord, the carpet was left in a filthy condition and required professional cleaning. In addition, one of the bedrooms with carpet flooring required cleaning. The landlord submitted photographic evidence and receipt for the professional carpet cleaning.

25. I accept that it is visible from the evidence that there were a few stains on the carpet in one of the bedrooms, and I also accept that the carpet on the stairs required cleaning. The landlord submitted a receipt confirming that professional carpet cleaning was completed for the stairs and one bedroom, and they provided evidence of the amount spent. As the tenants did not attend the hearing to dispute the landlord's claim, I find that the landlord has met their burden of proof.

26. Therefore, I find that the landlord's claim for carpet cleaning succeeds in the amount of awarded \$195.50.

Decision

27. The landlord's claim for compensations for damages succeeds in the amount of \$1313.13.

Issue #2: Utilities paid \$507.92

Landlord's Position:

28. The landlord's representative testified that the tenants were responsible for the costs of oil heating and submitted copies of the relevant correspondence (LL#9). The landlords provided invoices for oil refills and an additional invoice for bleeding and servicing the oil tank after it was left completely empty. Photographic evidence and receipts were also submitted to support this claim (LL#10). The landlords are seeking reimbursement for oil heating as per the ledger submitted, see copy below:

Item #	Description of Utility Charges	Compensation Claimed
Ex 2 1.	Oil: Fill completed December 20 th , 2023	\$111.96
Ex 10a 2.	Oil: Fill completed February 15 th , 2024	\$283.26
Ex 10b 3.	Oil: Bleed & Start Furnace After Tank Empty	\$112.70
Total		\$507.92

Analysis

29. I accept that the tenants were responsible for the cost of oil heat during the tenancy. Based on the evidence submitted, I accept the landlord's representative's testimony that the oil tank had to be refilled after it was emptied by the tenants, and that additional costs for bleed and start were also incurred and paid by the landlords. The landlords submitted receipts confirming these expenses, totaling \$507.92. As the tenants were responsible for the utilities, I find that the tenants are responsible for reimbursing the landlords for these costs.

Decision

30. The landlord's claim for the utilities succeeds in the amount of \$507.92.

Issue #3: Other expenses \$100.00

Landlord's Position:

31. The landlords are seeking compensation in the amount of \$100.00 for NSF fees. The landlord's representative explained that when the tenants' rent payments were returned due to insufficient funds, fees were incurred. They also submitted the pre-authorized payment form signed by the tenants, which states that a fee of \$50.00 per returned payment would be charged (LL#11). The landlords submitted the rent ledger and supporting documentation showing that rent was returned in April-2024, and again in July-2024, see copy below:

Date	Description of Charges	Amount Due	Amount Paid	Balance
April 4 th , 2024	NSF Fee for bounced payment	\$50.00	\$0.00	\$50.00
July 2 nd , 2024	NSF Fee for bounced payment	\$50.00	\$0.00	\$100.00

Analysis

32. I accept the landlord's representative's testimony and evidence showing that the tenants were responsible for NSF fee of \$50.00. I further accept that the tenants accumulated a total of \$100.00 in such fees and that they were not paid by the tenants, as demonstrated in the landlord's evidence. Therefore, I find that the tenants are responsible for non-sufficient funds fees.

Decision

33. The landlord's claim for other expenses succeeds in the amount of \$100.00.

Issue #4: Hearing expenses \$60.00.

Relevant Submission

34. The landlords paid \$20.00 for the application fee and \$40.00 for the commissioner of oaths services and is seeking reimbursement. The landlords submitted a copy of the receipts to support the claim (LL#12).

Analysis

35. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the landlords' claim was successful as per paragraph, the landlords will be awarded with \$60.00 compensation.

Decision

36. The landlord's claim for hearing expenses succeeds in the amount of \$60.00.

Issue # 5: Security deposit to be applied against any monies owed \$1500.00

Analysis

37. 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).

38. The landlord's claim for losses has been successful as per paragraphs 27, 30, 33 and 36 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 interest in 2023 was 0%, and the annual interest in 2024-2025 is 1%.

Decision

39. Security deposit plus interest of \$1524.82 shall be applied against monies owed.

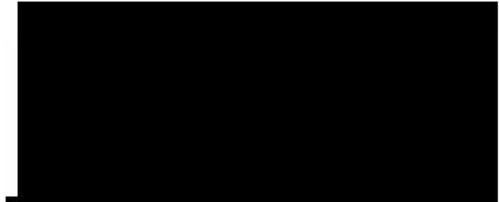
Summary of Decision

40. The tenants shall pay the landlords \$456.23 as follows:

Compensation for Damages	\$1313.13
Utilities	\$507.92
Other expenses	\$100.00
Hearing expenses	\$60.00
Less than Security Deposit plus interest	\$1524.82
Total	\$456.23

September 29, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office