

Residential Tenancies Tribunal

Application 2025-0650-NL & 2025-0706-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 22-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing via pre-paid registered mail on 7-August-2025 (TT#1). The landlord confirmed receipt of the document and countered the claim. The landlord submitted a copy of an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email on 9-September-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 4-August-2023. The tenant vacated the unit on 30-June-2025. Rent was \$1400.00 per month, due on the first day of each month. A security deposit of \$1050.00 was paid on 28-June-2023 and is in the landlord’s possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Refund of security deposit \$1050.00
7. The landlord is seeking:
 - Compensation paid for damages \$3498.24
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$1050.00

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*.

9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14; Security Deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manuel*, Section 9-3: Claims for damage to rental premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

Issue # 1: Compensation paid for Damages \$3498.24

Relevant Submission

10. The landlord testified that there were damages to the unit which needed to be repaired / replaced, and he is seeking \$3498.24 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#2). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	drier,damaged by blue pen ink	\$ 839.49
2	broken electrical switch	\$ 89.13
3	tom up roll down window blind	\$ 193.19
4	dish washer valve broken causing water spillage floor	\$ 216.43
5	water damage to vinyl floor near dishwasher	\$ 300.00
6	cleaning kitchen area (stove)	\$ 90.00
7	cleaning (other areas)	\$ 120.00
8	wood floor damage by some kind of exercise machine	\$ 500.00
9	new stove supplied on move in. unable to clean it	\$ 850.00
10	paint for kitchen walls	\$ 200.00
11	grass seed and driveway markers	\$ 100.00

Landlord’s and Tenant’s Positions

11. The landlord’s and the tenant’s positions on each item is as follows:

Item # 1: Dryer damaged by ink (\$839.49) – The landlord testified that the dryer was damaged when a blue ink pen was left in an article of clothing and busted open leaving the blue ink residue all over the drum of the dryer causing blue ink to appear on the wet articles of clothing especially the white items and he is seeking to be reimbursed for the cost of a similar model of dryer in the amount of \$839.49. The landlord testified that he attempted to have the dryer repaired, however he stated that he was informed that the ink could not be removed from the drum of the dryer and as such, he stated that he had no choice but to purchase a new dryer for the new tenant. The landlord submitted a photograph of the interior of the dryer to support the claim (LL#3).

The tenant did not dispute that she could have potentially left a pen in an article of clothing accidentally causing the ink to explode inside the dryer, however she stated that she never noticed when the incident happened as she never had any ink on her clothing, and she never paid any attention to the interior of the dryer. The tenant stated that she shared the dryer with the landlord, and he could have been the one who left a pen in his clothing. The tenant also disputed the age of the dryer as stated by the tenant and she stated that the dryer was old with no handle.

Item # 2: Replace electrical switch (\$89.13) – The landlord testified that during a viewing of the unit with the new tenant, he realized that the electrical switch in the bathroom was smashed beyond repair and needed to be replaced by a professional, and he is seeking \$89.13 to cover the cost of an electrician to repair it. The landlord submitted a photograph of the electrical plate to show that there was damage to the area (LL#4) and an invoice from [REDACTED] *Electrical Ltd* to support the claim (LL#5).

The tenant did not dispute that there may have been damage to the electrical switch as she noticed the plate cracked when she was moving, and she stated that she purchased a new plate and placed it on the wall. The tenant testified that she was unaware of what happened to the switch plate and disputed that she caused any damage to the switch itself.

Item # 3: Replace window blind (\$193.19) – The landlord testified that the roll down window blind in the office area was destroyed as the bottom part was torn apart and the wood that goes across the bottom was separated from the remainder of the blind and needed to be replaced. The landlord is seeking \$193.19 to cover the cost to purchase a new blind of similar quality. The landlord submitted a photograph of the damaged blind (LL#6) and a receipt from *Kent* to support the claim (LL#7). The tenant disputed that she damaged the blind, and she stated that the blinds were old.

Item # 4: Dish washer valve (\$216.43) – The landlord testified that there was a broken valve in the dishwasher which caused water spillage on the floor in the kitchen after the tenancy, and he is seeking \$216.43 to cover the cost to purchase a new valve and to cover the service call fee to have it replaced. The landlord submitted a copy of a receipt from [REDACTED] *Service* to support the claim (LL#8).

The tenant disputed that she caused any damage to the dishwasher, and she stated that she never used the dishwasher. The tenant disputed that there was any water damage to the floor when she vacated the unit.

Item # 5: Replace vinyl floor (\$300.00) – The landlord testified that there was water damage to the vinyl flooring in the kitchen area near the dishwasher, and he has estimated that it will cost approximately \$300.00 to replace 5 x 12 feet of vinyl flooring. The landlord submitted a photograph of the vinyl flooring to support the claim (LL#9). The tenant disputed any damage to the vinyl flooring, and she also disputed that there was ever any water spilled on the floor during the tenancy.

Item # 6: Cleaning (\$210.00) – The landlord testified that the unit needed to be cleaned, and he spent 3 hours with the help from one other person to clean the stove and another 4 hours to clean the overall unit. The landlord is seeking \$210.00 to cover the cost of 7 hours of self-labor at \$15.00 per hour per person and he submitted photographs and a video of the stove and the overall cleanliness of the unit to support the claim (LL#10).

The tenant disputed that the unit needed any cleaning, and she stated that she did not leave the stove dirty, and she stated that she left the unit in better condition than when she took possession. The tenant submitted photographs to support the claim (TT#2).

Item # 7: Wood floor damage (\$500.00) – The landlord omitted the claim for damages to the wooden flooring.

Item # 8: Replace stove (\$850.00) – The landlord testified that after 3 full hours of attempting to clean the stove with the help of one other person, it was determined that it

was impossible to restore the stove to its original state and the stove had to be replaced. The landlord has estimated that it will cost approximately \$850.00 to purchase a new similar stove. The landlord submitted photographs of the stove to support the claim (LL#10). The tenant disputed that the landlord would need to purchase a new stove due to some dirt / food residue.

Item # 9: Paint kitchen walls (\$200.00) – The landlord testified that the walls in the kitchen area behind the stove and the counter area needed to be painted due to food spillage and food residue and he is seeking \$100.00 for materials and \$100.00 to cover the cost of labor to complete the work. The landlord submitted photographs and a video of the wall behind the stove area to support the claim (LL#11). The tenant disputed that the walls needed to be painted.

Item # 10: Grass seed and driveway markers (\$100.00) - The landlord testified that there is damage to the grass along the driveway as he claims that the tenant would continuously drive over the edge of the pavement coming off the street missing the driveway about a foot or two causing damage to the topsoil. The landlord stated that he brought it to her attention, however it did not make any difference to her driving patterns, and he purchased driving markers to guide her with her driving. The landlord is seeking \$100.00 in total to cover the cost of some topsoil and sodding and to be reimbursed for the cost of the driveway markers. The landlord submitted a photograph of the driveway to support the claim (LL#12).

The tenant disputed that she caused any damage to the grass or that she required driveway markers, and she also stated that the landlord who shared the driveway has a big truck which could have caused the damage.

Analysis

12. 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;*
- *The value to repair or replace the damaged item(s)*

13. Each item is analyzed as follows:

Item # 1: Replace dryer damaged by ink (\$839.49) – I accept the landlord’s testimony, and the exhibit entered into evidence which shows the ink in the dryer. I asked the tenant when she first became aware of the ink in the dryer, and she responded that the landlord made her aware of the ink approximately 8 weeks prior to the end of the tenancy. I asked the landlord when he first noticed the ink in the dryer, and he responded around halfway through the second year and he said that he brought it to her attention, and she just brushed it off. I asked the landlord if it was possible that he left a pen in an article of clothing as he used the dryer as well and he responded absolutely not. I asked the landlord if he continued to use the dryer, and he responded that he did not. I asked the tenant if she continued to use the dryer and if so, did any ink appear on her clothing especially her whites and she responded that she did and that she never had any ink on any of her clothing.

Based on the testimony of both the landlord and the tenant and the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, however he was unable to show that the tenant was negligent in causing the damage. Both the landlord and the tenant shared

the dryer and without definitive proof that the tenant was the one who caused the damage, I am unable to award any compensation for the damages to the dryer, and as such I find that the tenant is not responsible for the cost to replace the dryer.

Item # 2: Replace electrical switch (\$89.13) – I accept the landlord’s testimony, and the exhibit entered into evidence which shows the broken electrical plate in the bathroom. I asked the tenant how the switch got damaged as she was the only person residing at the unit and she responded that she did not know, and she made reference to the landlord causing the damage. I do not accept the tenant’s testimony that the landlord came into the unit and smashed the light switch. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, and he was able to show that the tenant was negligent in causing the damage. The landlord was also able to show the cost to repair the damaged light switch and for those reasons, I find that the tenant is responsible for the cost to replace the electrical switch in the amount of \$89.13.

Item # 3: Replace window blind (\$193.19) – I do not accept the exhibit entered into evidence as it fails to show any damage to the bottom of the blind. I asked the landlord the age of the blind and he responded that he purchased the house in 2021 with all new window coverings and he stated that there was no damage to the blind when the tenant took possession. As the tenant disputed that she caused any damage to the blind, and in accordance with Section 9-3 of the *Policy* as stated above, the onus is on the landlord to show that the damage exists. The landlord submitted a photograph of the top portion of a blind, however he failed to show the damage to the bottom of the blind as per his testimony and for that reason, I am unable to award compensation to replace the blind. I find that the tenant is not responsible for the cost to replace the blind.

Item # 4: Dish washer valve (\$216.43) – I asked the landlord when he first noticed a problem with the dishwasher, and he responded that he did not notice anything wrong with the dishwasher but rather was contacted by the new tenant within a couple of days of the tenancy informing him that the water would not drain from the dishwasher and that there was water spillage on the floor. I asked the landlord the age of the dishwasher and he responded that he had no idea. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was unable to show that the damage exists during the tenancy, and he failed to show that the tenant was negligent in causing the damage. For those reason, I find that the tenant is not responsible for the cost to repair the dishwasher.

Item # 5: Replace vinyl flooring (\$300.00) – As it has been ruled that the tenant is not responsible for the broken valve in the dishwasher as per item # 4 above, I find that the tenant cannot be held responsible for any water damage to the floor as a result of the dishwasher. For that reason, I find that the tenant is not responsible for the cost to replace the vinyl flooring.

Item # 6: Cleaning (\$210.00) – Based on the testimony of both the landlord and the tenant and based on the exhibits entered into evidence by both parties, I accept that some cleaning was required by the landlord. I find that the landlord was unable to show that the unit required 14 hours of cleaning, and I also find that it is reasonable to expect that it would take approximately 4 hours to clean the unit including the stove. For those reasons, I find that the tenant is responsible for 4 hours of self -labor for cleaning at the allowable rate of \$24.00 per hour for a total cost of \$96.00.

Item # 7: Wood floor damage (\$500.00) – This item has been omitted by the landlord and as such shall not be analyzed for the purpose of this decision.

Item # 8: Replace stove (\$850.00) – I do not accept the landlord’s testimony that the stove needs to be replaced. Based on the exhibits entered into evidence, I find that the stove can be cleaned and restored to its original condition less depreciation and the cost to do so has been awarded in item # 6 above.

Item # 9: Paint kitchen walls (\$200.00) – Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the wall behind the stove and the counter needed to be freshened up with paint. I asked the landlord the last time the walls were painted, and he responded that they were painted in 2023 prior to the tenancy. In accordance with Section 9-5: Depreciation and life expectancy of property, interior paint has a 15-year life span and as the paint is only 2 years old, there is approximately 87% of the paint’s life cycle remaining. The landlord failed to show the cost of the paint and research shows that a gallon of kitchen paint cost approximately \$58.04. I find that the tenant is responsible for the cost of the paint in the amount of \$50.50 ($\$58.04 \times 87\%$). As for the labor to paint the walls behind the stove and the counter area, I find that it is reasonable to expect that the walls can be painted in 1 hour at the allowable rate of self-labor in the amount of \$24.00. In conclusion, I find that the tenant is responsible for the cost of materials and labor to paint the kitchen walls in the amount of \$74.50.

Item # 10: Grass seed and driveway markers (\$100.00) – Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, however he was unable to show that the tenant was negligent in causing the damage as she was not the only person residing at the residence. As the tenant disputed the claim, the onus was on the landlord to definitively show that the tenant was the driver who caused the damage to the driveway, and he failed to do so. For those reasons, I find that the tenant is not responsible for the cost to repair the driveway.

Decision

14. The landlord’s claim for compensation paid for damages succeeds in the amount of \$259.63.

Issue # 3: Hearing expenses \$20.00

Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#12). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord’s claim for losses has been partially successful, I find that the tenant is responsible for the hearing expenses.

Decision

16. The landlord’s claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 3: Refund of Security Deposit Security Deposit to be applied against monies owed

Analysis

17. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits,

and the relevant subsections state:

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).
 - (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.
18. The landlord's claim for losses has been partially successful as per paragraphs 14 and 16 above, 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 rate for 2023 was 0% and is currently 1% for 2024-2025.

Decision

19. The tenant's claim for a refund of the security deposit partially succeeds.
20. The landlord's claim to have the security deposit applied against monies owed partially succeeds.

Summary of Decision

21. The tenant's claim to have a refund of the security deposit plus interest (\$18.15) partially succeeds in the amount of \$788.52.
22. The tenant shall pay the landlord \$0.00 as follows:

Compensation paid for damages ...	\$259.63
Hearing expenses	20.00
Less: security deposit	279.63

Total \$0.00

October 27, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office