

## Residential Tenancies Tribunal

Application 2025-0700-NL  
Counter application 2025-1017-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:14 a.m. on 9-December-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the tenant” attended via teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 28-October-2025 (LL#1). The tenant confirmed receiving the notice of the hearing on that date.
5. The tenant stated that they served the landlord with the notice of hearing electronically via e-mail on 29-November-2025. The landlord confirmed receiving the notice of the hearing on that date and waived the service. In accordance with the Residential Tenancies Act, I proceeded with both applications.
6. There was a written fixed-term rental agreement which commenced on 15-April-2024 until 15-April-2025 and then transferred into month-to-month relationship. The tenant vacated on 15-July-2025. Rent was \$2200.00 per month due on 15<sup>th</sup> of each month. A security deposit of \$2200.00 was collected on 3-April-2024 and is still in the landlord’s possession.

### Issues before the Tribunal

7. The landlord is seeking:
  - Compensation paid for damages \$11545.00
  - Security Deposit to be applied against monies owed \$2200.00.
8. The tenant is seeking:
  - Compensation paid for inconvenience \$2268.00;
  - Security Deposit refunded \$2200.00.

## 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 Act, 2018*: Section 14: Security Deposit, and following sections of the *Residential Tenancies Policy, 2-4*: Deposits, Payments and Fees, Section 6-3: Mitigation on Abandonment of Residential Premises, and Section 12-1: Costs.

### Issue # 1: Compensation paid for damages \$11545.00.

#### Relevant Submission

11. The landlord submitted the damages ledger to support their claim, see copy below:

1	defect/destroy/destroy yard	\$2000.00	TAXES
2	neglect/damages to pool liner	\$7300.00	TAXES
3	plumbing repair/groundwork AS A result of	????	TAXES
4	DAMAGED LINER		
5	neglect/damages to pool liner	\$599.00	TAXES
6	pool REINSTALLMENT To Functioning	????	TAXES
7	condition by		
8	PROFESSIONALS		

#### #1: Destroyed Backyard \$2000.00

#### Landlord's Position

12. The landlord stated that the backyard was in excellent condition at the beginning of the tenancy. He testified that the tenant's dog caused significant damage to the yard, including holes, disturbed soil, and general destruction of the lawn. The landlord submitted photographic evidence to show the condition of the backyard prior to and during the tenancy to support their claim (LL#2). The landlord submitted screenshots of the communication with the tenant where he provided a list of what needed to be done to recover the backyard to a satisfactory condition and acknowledged that the tenant attempted to repair some of the damage. However, he stated that the efforts were not satisfactory and it did not restore the yard to its original condition at all. According to the landlord, the tenant only placed soil on top of the grass, which he views as an improper method of repair due to the significant damages.
13. The landlord further stated that due to the extent of the damage, the landscaper advised that the yard would need to be professionally restored. He submitted a written quote from a landscaping company, which included the cost of labor, materials, and the use of agricultural machinery required because the grounds were "obliterated." Based on this information, the landlord is seeking \$2000.00 in compensation from the tenant for the necessary restoration of the backyard.

#### Tenant's Position:

14. The tenant acknowledged that the damage to the backyard occurred during the tenancy because of her dog. She stated that she agreed to repair the backyard and completed the work before she vacated the property. The tenant testified that the photographs submitted by the landlord were taken two years earlier and do not accurately represent the condition of the yard at the time she took possession of the unit.
15. The tenant stated that she raked the backyard, including the small pathway-like areas created by her dog running in circles. She explained that she first aligned and leveled the ground, then fertilized it, added new soil, and spread grass seeds. She stated that because she moved out shortly after completing this work, there was not enough time for the grass to grow back. She submitted her own photographs showing the state of the backyard at the beginning of the tenancy and during the tenancy, and the work that she performed to restore the backyard (TT#1). For this reason, she disputed responsibility for the cost of professional landscaping, as she believes she addressed the damage to the best of her ability.

#2 & #3: replacement of pool ladder \$600.00 and pool liner \$7300.00

#### Landlord's Position

16. The landlord is seeking \$7300.00 in compensation for damage to the pool, which includes the cost of replacing the pool liner and ladder of \$500.00-\$700.00. He stated that this amount is based on a quote he received from a local pool company (LL#3). According to the landlord, the pool was used by the tenant and her family during the tenancy, and he believes that the damage likely occurred in the spring while the tenants were still residing at the property.
17. The landlord testified that the pool was in great condition at the beginning of the tenancy. When the pool was cleaned and emptied after the tenant vacated, he discovered that the liner had several large rips measuring approximately 3–4 inches, as shown on the photographic evidence (LL#2). He also found a broken pool brush with a sharp edge inside the pool, which he believes could have caused mechanical damage to the liner. He further stated that there were multiple puncture-type holes near the ladder area that, in his view, appeared to be made intentionally or by force, as well as damage to the ladder itself, which looked bent from significant pressure. The landlord explained that he does not know exactly how the damage occurred, but because the tenant and her children—including teenagers—were the ones who resided at the premises, he believes they are responsible for the damages. He also stated that the pool had been emptied and was no longer holding water. The landlord added that he gave the tenant an opportunity to obtain a different quote or find a more affordable repair company, but she did not provide one. He concluded that, given the extent of the damage and the circumstances, the pool liner and ladder need to be fully replaced, and he holds the tenant responsible for the full cost.

#### Tenant's Position:

18. The tenant disputed the landlord's claim for the pool damage. She stated that neither she nor her children caused any damage to the pool. According to the tenant, the pool was in good condition at the beginning of the tenancy, and her family used and enjoyed it during the summer of 2024. She stated that after the summer season, she asked the landlord how to properly winterize the pool, and he provided instructions. The tenant indicated that she has copies of their conversations as well as photographs showing that the pool was already half-empty at that time, as per the landlord's instructions.

19. The tenant testified that the pool was never used in the 2025 season. She stated that she does not recall the pool being damaged in any way while they lived there. She explained that once they winterized it, they did not touch it again. She also stated that the landlord removed the pump and placed it in the shed afterward. The tenant believes that the damage may have occurred during the winter months due to freezing and thawing, especially since the pool did not have a winter cover. She stated that she does not remember exactly when they noticed the pool was empty, but she believes it was sometime in the spring. She maintained that neither she nor her children used the pool during the 2025 season and therefore could not have caused the damage identified by the landlord.
20. The tenant stated that the pool ladder was in good condition at the beginning of the tenancy. She testified that she has no knowledge of how or when the damage happened. She also stated that the ladder is made of solid aluminum or steel, and it would require significant force to bend or buckle it. Therefore, she disputes responsibility for the replacement cost.

### **Analysis**

21. 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: Destroyed Backyard \$2000.00**

22. I accept that the landlord provided photographic evidence showing the backyard in good condition at the start of the tenancy and in a damaged state after the tenancy. The landlord also submitted a quote for professional restoration, asserting that the tenant's efforts were insufficient to return the back yard to its original condition.
23. The tenant acknowledged responsibility for the damage caused by her dog and testified that she attempted to repair the backyard before vacating the property. She explained the steps taken—raking, fertilizing, adding soil, and spreading grass seed—and submitted photographs showing the work performed. The tenant stated that she vacated shortly after completing the repairs, leaving insufficient time for the grass to regrow.
24. While the landlord demonstrated the condition of the backyard during the tenancy, he did not provide evidence of the condition after the tenant completed her repairs. Without such evidence, the landlord cannot establish that the yard, remained in an unsatisfactory or unrepaired state. There must be objective evidence to support a claim for compensation—especially when seeking a significant amount such as is in the landscaping restoration quote. And while the existence of a professional quote establishes the cost of potential repairs if repairs were needed; it does not establish that those repairs were, in fact, needed after the tenant's work was completed. The burden of proof rests with the landlord to establish that the backyard was not restored to a satisfactory condition at the end of the tenancy. Based on the evidence presented, I find that the landlord failed to submit sufficient proof of the backyard's condition after the tenant's efforts to prove that the tenant is responsible for the costs of professional restoration.
25. Therefore, the landlord's claim for \$2000.00 in compensation does not succeed.

#2 & #3: Replacement of pool ladder \$500-\$700.00 and pool liner \$7300.00

26. The landlord submitted photographs and a quote for \$7300.00 to replace the pool liner and stated that the replacement of the pool ladder would cost approximately \$500.00-700.00, claiming the damage occurred during the tenancy. He testified that the pool was in good condition at the start of the tenancy and believed the tenant or her family caused the damage. When asked, the landlord stated that the pool liner was approximately 25 years old.
27. The tenant denied responsibility for any damages, stating the pool was winterized as instructed and not used during the 2025 season. She suggested the damage could have resulted from freezing and thawing, or since the pool was not covered during the winter months. The tenant also testified that the ladder was intact when she vacated, and that bending it would require significant force.
28. I accept that the landlord demonstrated the existence of damage; however, I find that the evidence submitted by the landlord does not establish that the tenant caused it. After reviewing industry standards, I note that the average lifespan of inground vinyl pool liners is typically 5–9 years, with well-maintained, higher-quality liners lasting up to 10–15 years. Considering the liner was approximately 25 years old and exposed to environmental factors such as UV radiation and freeze-thaw cycles without a winter cover, deterioration is consistent with age and natural wear. Similarly, aluminum pool ladders generally have a lifespan of 15–25 years, and in this case as the tenant was disputing any damage to the ladder occurred during the tenancy, I find that the landlord failed to provide sufficient evidence that the tenant is responsible for the damages. Considering the liner was approximately 25 years old and the ladder was also near the end of its expected life, both items were at or beyond their lifespan and therefore required replacement. As such, I find the tenant shall not be responsible for the costs of their replacement.
29. Therefore, the landlord's claim for replacement of pool liner and pool ladder does not succeed.

**Decision**

30. The landlord's claim for compensation paid for damages does not succeed.

**Issue # 2: Compensation paid for the inconvenience \$2268.00**

Relevant submission:

31. The tenant submitted the ledger to compensate the costs of inconvenience to support their claim, see copy below:

1	Light and power bills	\$1168
2	Half of last month's rent	\$1100

#1: Compensation for the utilities \$1168.00

Tenant's Position:

32. The tenant submitted a ledger to show the amounts paid by the landlord for the utilities, see copy below:

Bill  
 Dec. 9<sup>th</sup> (Nov. 8<sup>th</sup> - Dec. 9<sup>th</sup>)  
 \$ 392.84 (I paid my regular \$200)

Jan. 9<sup>th</sup> (Dec. 9<sup>th</sup> - Jan. 9<sup>th</sup>)  
 \$ 384.12 (I paid in full)

Feb. 11<sup>th</sup> (Jan. 9<sup>th</sup> - Feb. 11<sup>th</sup>)  
 \$ 427.19 Craig paid \$50

March 11<sup>th</sup> (Feb. 11<sup>th</sup> - March 11<sup>th</sup>)  
 \$ 482.34 Craig paid \$100

April 9<sup>th</sup> (March 11<sup>th</sup> - April 9<sup>th</sup>)  
 \$ 477.50 Craig paid \$100

May 9<sup>th</sup> (April 9<sup>th</sup> - May 9<sup>th</sup>)  
 \$ 473.00 Craig paid \$100

June 9<sup>th</sup> (May 9<sup>th</sup> - June 9<sup>th</sup>)  
 \$ 383.48 Craig paid \$100

The average bill for me was \$200. Making a difference of \$1618 (less the \$450 Craig paid) for a total of \$1168

33. The tenant is seeking compensation in the amount of \$1168.00 for the extra costs of electricity bills for the period from November-2024 till 9-June-2025. She stated that she has always been reasonable in her electricity usage, with an average monthly cost of approximately \$200.00. She explained that only one month had a higher bill due to using electricity to heat the pool.
34. The tenant stated that she was not using electricity for baseboard heating upstairs in her unit, as they run by hot water radiation. That's why she explained why heat and light bills were so low. However, according to the tenant, the landlord turned on the heat in the basement apartment where he was residing. Since there is no separate electricity meter for the basement, this caused her electricity usage—and her bills to double. She submitted email correspondence confirming that the landlord turned on the basement heat on 1-November-2024 (TT#2).
35. The tenant explained that although the landlord contributed some payments toward the electricity costs, she believes she is not responsible for the full increase caused by heating in the basement. She calculated the amount she considers fair based on her regular monthly usage and seeks compensation for the extra electricity costs incurred between November and July. She submitted copies of her electricity bills to support her claim (TT#3).

#### Landlord's Position

36. The landlord disputed the tenant's claim for electricity compensation and stated that it is retaliatory. He explained that he has already reimbursed the portion of the electricity used by him. He disagreed with the tenant's statement that he turned on the basement heat on 1-November, stating that he was outside the country, working remotely, and only returned to the unit in February.
37. The landlord stated that upon his return, he reviewed the previous months' utility usage and reimbursed the tenant \$50.00 initially and later an additional \$100.00 for next months.

He maintained that he has already paid for any portion of the electricity used by him and disputes responsibility for the remainder of the tenant's claim.

## #2: Rent refund \$1100.00

### Tenant's Position:

38. The tenant is seeking compensation for half a month's rent. She stated that on 6-June, the landlord issued a 30-day termination notice to vacate by 15-July (TT#4), prompting her to begin looking for new housing immediately, as she felt she needed to secure a safe place for herself and her four children. She explained that shortly after, the landlord contacted her, apologized, and withdrew the termination notice. However, the tenant stated that she remained concerned that the landlord could issue another termination notice, which made her feel unsafe and anxious. As a result, she continued her search for alternative housing and eventually found a new unit. According to the tenant, she gave her own termination notice to the landlord on 9-June, indicating she would vacate by 15-July.
39. The tenant also stated that during this period, the landlord sent her frequent emails and complaints, which she found intimidating. According to the tenant, the landlord inquired repeatedly about new tenants moving in and whether she would allow them to bring their belongings into the unit before their official move-in date, referencing her own move-in experience. The tenant submitted screenshots of related correspondence to support their case (TT#5). She stated that these interactions caused her significant stress, interfered with her peaceful enjoyment of the premises, and created pressure for her to leave earlier than planned. Based on these circumstances, she seeks compensation for half a month's rent, because she had already paid for her new housing and moved in on 2-July, while some of her belongings remained in the previous unit until 15-July, and due to the tense situation with the landlord, she incurred overlapping costs.

### Landlord's Position

40. The landlord disputed the tenant's claim. He stated that the tenant had ongoing conflicts with other neighbors, which contributed to a tense situation and eviction. He believes that the tenant's decision to vacate was her own choice and not caused by him, as it would have been nearly impossible for her to secure a new place the day after receiving the termination notice from the landlord. The landlord stated that he does not owe the tenant any money for rent.

### **Analysis**

## #1: Compensation for utilities \$1168.00

41. I accept both the landlord's and tenant's statements that, under their agreement, they were supposed to share the costs of utilities.
42. The evidence shows that the landlord turned on the heat in the basement apartment on 1-November-2024, even though he did not reside there until February-2025. This likely resulted in minimal electricity usage during November and December, as the heat was on but the space was unoccupied. I find that a reasonable estimate for this period is \$50.00 per month.

43. The tenant submitted NL Power bills demonstrating that her average monthly usage was approximately \$200.00. I find it is reasonable to expect that electricity expenses increase during autumn, winter, and spring months due to seasonal weather changes and heating requirements. Therefore, some rise in the tenant's electricity bills during this period would be normal regardless of the landlord's usage. However, because there is no separate electricity meter for the basement, I find it difficult to determine the exact portion of the bills attributable to the landlord's usage versus normal seasonal increases for the tenant's unit.
44. According to the statements of both the tenant and the landlord, the landlord resided in the basement unit from February onward, and therefore electricity usage in the dwelling would have increased during that time. I accept that the landlord contributed between \$50.00 and \$100.00 per month toward heating costs. According to the landlord the basement unit is a two-bedroom apartment, while the main unit is a three-bedroom, two-story dwelling. Considering the relative size of the units and their expected energy consumption, as well as the difference between the electricity charges for December–January compared with those from February–June, I find that an additional \$50.00 per month reasonably and fairly represents the landlord's share of electricity usage during the months he occupied the basement. Applying this amount for the five-month period from February to June results in \$250.00. When added to the previously determined \$100.00 for November and December, the total amount owed to the tenant is \$350.00.
45. The tenant's claim for compensation for the utilities succeeds in the amount of \$350.00.

#2: Rent refund \$1100.00

46. I accept the statements of both the landlord and the tenant that the landlord issued a termination notice on 6-June and later withdrew it. I further accept the tenant's statement that, although she ultimately decided to vacate the unit on 15-July pursuant to her own termination notice, the landlord's issuance of the earlier notice and subsequent communications contributed to her desire to relocate. However, the statements of both parties demonstrate that they mutually agreed that the tenant would vacate on 15-July pursuant to her own notice, and the tenant retained possession of the unit until that date. I accept the tenant's statement that the tenant moved into a new residence before 15-July and incurred rent at that location, yet some of her belongings remained in the unit until the agreed termination date.
47. The Residential Tenancies Act does not generally provide compensation for overlapping housing costs where a tenant voluntarily chooses to vacate early. In this case, the tenant issued a standard termination notice and did not invoke section 23 of the Act. While I accept her testimony that the relationship with the landlord had become tense, the tenant has not demonstrated that the landlord interfered with her peaceful enjoyment or reasonable privacy to such an extent that she was compelled to leave. As a result, I find that the tenant has not proven, that the landlord is responsible for her overlapping rental payments.
48. Therefore, the tenant's claim for reimbursement of rent does not succeed.

**Decision**

49. The tenant's claim for compensation paid for inconvenience succeeds in the amount of \$350.00.

**Issue # 3: Security deposit to be applied against any monies owed \$2200.00;  
Refund of Security deposit \$2200.00.**

**Analysis**

50. 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).

51. Both parties acknowledge that the security deposit paid at the beginning of the tenancy was equal to one full month's rent as per the fixed-term rental agreement. According to section 14(1)(c) of the *Residential Tenancies Act*, the maximum allowable security deposit for a fixed-term tenancy is three-quarters of the one month's rent. Therefore, I find that the correct security deposit amount is \$1650.00, and the remaining \$550.00 will be considered as overpayment of rent.

52. The landlord's claim for losses has not been successful as per paragraph 30; the tenant's claim was successful as per paragraph 49 and as such, the security deposit shall be refunded. 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 was 1%.

**Decision**

53. Security deposit of \$1650.00 plus interest of \$37.14 to be refunded.

**Summary of Decision**

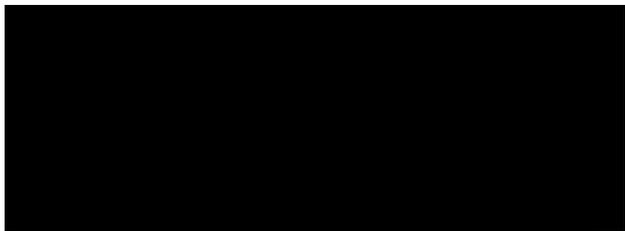
54. The landlord's claim for compensation paid for damages does not succeed.

55. The landlord shall pay the tenant \$2587.14 as follows:

Compensation for the Utilities .....	\$350.00
Security Deposit .....	\$1650.00
Overpayment of Rent.....	\$550.00
Interest.....	\$37.14
 Total .....	 \$2587.14

February 9, 2026

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office