

## Residential Tenancies Tribunal

Application 2025-0705-NL & 2025-0775-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:49 p.m. on 18-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondents and counter applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as “the landlords” attended by teleconference.
4. [REDACTED] was added to the landlord’s application as an applicant.

### Preliminary Matters

5. The tenant submitted an affidavit with her application stating that she had served the landlords with the notice of hearing electronically by email to; [REDACTED] on 15-August-2025 and via pre-paid registered mail ([REDACTED]) on 15-August-2025 (TT#1). The landlords confirmed receipt of the documents. The landlords countered the claim and submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 28-August-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.
6. There was a fixed term rental agreement that commenced on 1-November-2023 which transferred to a month-to-month tenancy. The tenant vacated the unit on 1-August-2025. Rent was \$1250.00 per month, due on the first day of each month. A security deposit of \$800.00 was paid on 2-October-2023 and is in the landlord’s possession.

### Issues before the Tribunal

7. The tenant is seeking:
  - Refund of security deposit \$800.00
8. The landlords are seeking:
  - Compensation paid for damages \$1329.87
  - Other (cleaning) \$120.00
  - Hearing expenses \$20.00
  - Security deposit to be applied against monies owed \$800.00

## 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. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*, 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 \$1329.87

#### Relevant Submission

11. The landlords testified that there is damage to the refrigerator doors, and they are seeking \$1029.87 to cover the cost to replace the doors and \$300.00 for the cost of installation. The landlords submitted a copy of a damages ledger to support the claim (LL#2). See copy of damages ledger below:

① Fridge door damaged - Brand (Frigidaire)  
Cost to replace: ( Part cost 581.37 , installation cost estimate 150.00 )

② Freezer Door damaged - Brand (Frigidaire)  
Cost to replace: ( Part cost 448.50 , installation cost estimate 150.00 )

#### Landlord's and Tenant's Positions

12. The landlords testified that the stainless-steel doors to the refrigerator were damaged by the tenant when she was cleaning the appliance, and they stated that both doors need to be replaced as the damage cannot be repaired and landlord 1 stated that although the refrigerator is functional, the damage to the doors look terrible and devalues the refrigerator and the property as a rental unit. Landlord 1 testified that the damage occurred when the tenant was finishing up the cleaning of the unit and used paper towels that left streaks and a dull finish to the surface of the stainless steel. Landlord 1 testified that she made the tenant aware that the stainless-steel appliances needed to be cleaned with a special product which was provided to her to ensure no damage to the appliances. Landlord 1 testified that the tenant alerted them once the damage had occurred and wished to discuss options to remedy the problem. Landlord 1 stated that they tried to work

with the tenant to find a product that might reverse the damage, however they were unsuccessful and landlord 1 stated that the only solution is to replace the doors. The landlords submitted photographs of the damage to the refrigerator doors (LL#3) and copies of quotes from the manufacturer to support the claim (LL#4).

13. The tenant did not dispute that she had accidentally damaged the refrigerator doors while cleaning the appliance, however she stated that she used the stainless steel cleaner that was provided to her by the landlords with paper towels and she stated that she was shocked to see the damage to the doors as it was totally unintentional and she stated that she was eager to work with the landlords to find a solution.

## Analysis

14. 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)*

15. I asked the tenant what she thought had caused the damage to the refrigerator doors and she responded that she was unsure whether or not there was something present in the cleaner that caused the damage or if there had been something on the paper towel that she used to wipe down the doors. I find that it is reasonable to expect that the paper towel caused the damage to the doors as research shows that paper towels leave behind fine scratches and streaks making the surface look dull as the wood fibers in paper towels are slightly abrasive.

16. Based on the testimony of both parties, 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 tenant was negligent in causing the damage. The landlords were also able to show the cost to replace the doors.

17. I accept the tenant's testimony that the damage was unintentional, and that the refrigerator was still functional, however tenants have an obligation to return rental units in the same condition as they were at the commencement of the tenancy and I find it to be irrelevant that the refrigerator is still functional as the damage is evident and devalues the refrigerator and the overall value of the rental unit.

18. I asked the landlords if they knew the cost to replace the refrigerator and landlord 1 responded that he did and he stated that a new comparable refrigerator cost \$1800.00 plus tax. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, refrigerators have a 13 year life span and as the refrigerator is only 3 years old, I find that there is approximately 77% of the refrigerator's life cycle remaining and for that reason, I find that the tenant is responsible for the cost to replace the doors of the refrigerator in the amount of \$793.00 ( $\$1029.87 \times 77\%$ ). With regards to the installation costs, I accept the individual quotes for each door, however most technicians charge an arrival fee / service call fee which is approximately \$85.00 per visit and if both doors were to be installed the same time, then this amount should only be charged once, reducing the cost from \$300.00 to

\$215.00. In conclusion, I find that the tenant is responsible for the cost to replace the refrigerator doors after depreciation is applied plus the cost of installation in the amount of \$1008.00.

### **Decision**

19. The landlord's claim for compensation paid for damages succeeds in the amount of \$1008.00.

### **Issue # 2: Other (cleaning) \$120.00**

#### Landlord's and Tenant's Positions

20. The landlords testified that the unit needed to be cleaned with emphasis on the bathroom area, which included washing down walls, cleaning around the toilet area, bathtub and the sink area. Landlord 2 testified that he completed the work himself, and he stated that the floors needed to be cleaned as well as there were cat hairs everywhere and he stated that the stove needed minor cleaning. The landlords are seeking \$120.00 to cover the cost of approximately 5 hours of labor at \$24.00 per hour to complete the work. The landlord submitted photographs of the cleanliness of the unit to support the claim (LL#5).

21. The tenant disputed that the unit needed any cleaning, and she stated that she cleaned the unit herself prior to vacating, and she submitted photographs to support her claim that the unit was sufficiently cleaned (TT#2).

### **Analysis**

22. Based on the testimony of both parties, and in accordance with Section 9-3 of the *Policy* as stated above, I find that although the tenant could show that the unit was cleaned, the landlords could also show that there was still some minor cleaning that was required. Based on the exhibits entered into evidence, I accept that the bathroom required some additional cleaning, and the stove needed some minor work. I find that it is reasonable to award the landlords 1 hour of cleaning at the allowable rate of \$24.00 per hour. I find that the tenant is responsible for the cost to clean the unit in the amount of \$24.00.

### **Decision**

23. The landlord's claim for Other succeeds in the amount of \$24.00.

### **Issue # 3: Hearing expenses \$20.00**

#### **Analysis**

24. The landlords paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#6). 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 successful, I find that the tenant is responsible for the hearing expenses.

### **Decision**

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

**Issue # 4: Refund of Security Deposit**  
**Security Deposit to be applied against monies owed**

**Analysis**

26. 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.

27. The landlord's claim for losses has been successful as per paragraphs 19, 23 and 25 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**

28. The tenant's claim for a refund of the security deposit does not succeed.

29. The landlord's claim to have the security deposit applied against monies owed succeeds.

**Summary of Decision**

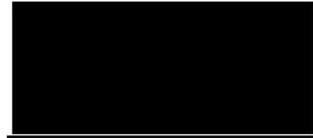
30. The tenants claim for refund of security deposit does not succeed.

31. The tenant shall pay the landlords \$238.26 as follows:

Compensation paid for damages . \$1008.00

Other (cleaning) ..... 24.00  
Hearing expenses ..... 20.00  
Less: security deposit & interest ..... 813.74  
  
Total ..... \$238.26

October 24, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office