

## Residential Tenancies Tribunal

Application 2025-0730-NL & 2025-0752-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:05 p.m. on 24-November-2025.
2. The applicants, [REDACTED] (tenant 1), [REDACTED] (tenant 2), [REDACTED] (tenant 3) and [REDACTED] (tenant 4), hereinafter referred to as "the tenants" attended by teleconference.
3. The respondent and counter applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.

### Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically by email on 18-November-2025 (TT#1). The landlord's representative confirmed receipt of the document and countered the claim. The landlord submitted 4 separate affidavits with their application stating that they had previously served the tenants with the notice of hearing electronically by email on 30-October-2025 (LL#1). The tenants confirmed receipt of the documents 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 that commenced on 1-March-2025; however, the tenants sublet the unit from November 2024 up to the end of February 2025. The tenants vacated the unit on 30-June-2025. Rent was \$2250.00 per month, due on the first day of each month. A security deposit of \$1687.50 was paid on 1-February-2025 and is in the landlord's possession.

### Issues before the Tribunal

6. The tenants are seeking:
  - Refund of security deposit \$1687.50
7. The landlord is seeking:
  - Compensation paid for damages \$2522.86
  - Utilities paid \$1083.84
  - Hearing expenses \$20.00
  - Security deposit to be applied against monies owed \$1687.50

## 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 Manual*, Section 9-3: Claims for damage to rental premises and Section 12-1: Recovery of costs.

### Issue # 1: Compensation paid for Damages \$2522.86

#### Relevant Submission

10. The landlord's representative testified that there were damages to the unit and unexpected cleaning, and they are seeking \$2522.86 to cover the cost to repair / replace and clean the unit. 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	Unexpected Cleaning	\$567.00
2	Garbage Removal	\$690.00
3	Dumpster Rental	\$385.83
4	Miscellaneous Repairs	\$880.03

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

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

**Item # 1: Unexpected cleaning (\$567.00)** – The landlord's representative testified that the unit needed a deep cleaning from top to bottom and they are seeking \$567.00 to cover the cost of 4 cleaners. The landlord submitted before and after photographs of the unit (LL#3) and a copy of an invoice from [REDACTED] to support the claim (LL#4).

The tenants disputed that the move in photographs presented are an accurate picture of the cleanliness of the unit when they sublet the unit back in November 2024 as the move in photographs had been taken when the previous tenant moved into the unit back in 2023. Tenant 1 testified that the landlord did not do a walk through with them when they entered into a residential tenancy relationship with the landlord and signed a rental agreement in March 2025 despite having asked for an inspection at that time. Tenant 1 testified that they cleaned the unit prior to vacating, and he stated that they left the unit in the same condition as it was when they took possession.

**Item # 2: Garbage removal (\$690.00)** – The landlord's representative testified that the garbage removal invoice included some maintenance work as well, such as removing LED lights and stickers from walls, removing a rusty rowel rack, plastering holes in a wall and replacing moldy caulking in the kitchen and bathroom areas. They are seeking \$690.00 to have the garbage removed and the work completed. The landlord's

representative submitted a copy of an invoice from [REDACTED] which has a breakdown of what had to be removed from the unit and the work that was completed (LL#5).

The tenants did not dispute that they left some recyclables and some garbage behind; however, they disputed that they left anything inside the unit and tenant 1 testified that the garbage had been placed in the bin outside awaiting garbage pickup. The tenants also disputed that they left any garbage outside in the yard and tenant 3 stated that the garbage outside in the yard was there when they took possession of the unit and included materials from the previous renovations.

**Item # 3: Dumpster rental (\$385.83)** – The landlord’s representative testified that a dumpster was required during the garbage removal process, and they are seeking \$385.83 to cover the cost to rent the dumpster. The landlord submitted a copy of an invoice from [REDACTED] to support the claim (LL#6).

The tenant’s disputed the landlord’s claim for a dumpster rental and stated that they did not leave any garbage behind except what was in the bin outside to be picked up on garbage day.

**Item # 4: Miscellaneous repairs (\$880.03)** – The landlord’s representative testified that there were miscellaneous repairs that were required, which included replacing the kitchen and bathroom faucet and replacing 2 towel racks and a flush lever and they are seeking \$707.53 to cover the cost of supplies and \$172.50 to cover the cost of labor to complete the work. The landlord submitted a copy of an invoice from [REDACTED] to support the claim (LL#7).

The tenants disputed the landlord’s claim for repairs and tenant 1 stated that the items needing repair were like that when they took possession.

## 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: Unexpected cleaning (\$567.00)** – I accept that the before photographs submitted by the landlord shows a newly renovated and clean unit; however, those photographs were taken when the previous tenant took possession of the unit sometime back in 2023. I asked the landlord if they conducted an inspection when they entered into a new tenancy with the tenants and the landlord’s representative responded that he believed so. I afforded the landlord an opportunity to present a copy of the inspection report conducted on or after November 2024, however it has not been received.

I accept the tenant’s testimony that the landlords failed to conduct an inspection of the unit after the previous tenant vacated, and I accept that the tenants had made a request to have such an inspection completed as they had concerns. Based on the tenant’s testimony, I also accept that the unit was not perfectly clean when the

tenants took possession. However, the move out photographs submitted by the landlord show excessive amounts of dirt on the walls, in the grout of the flooring, on back of the threads of the stairs and on the surface of the cupboards. There was food left in the refrigerator and the stove needed cleaning. Based on those photographs, I do not accept the tenant's testimony that the unit was completely cleaned by them when they vacated, and even if the unit was not perfectly clean when they took possession in November 2024, there should not have been food on the walls and in the cupboards, and there should not have been food left in the refrigerator and the stove should have been cleaned.

The landlord's representative testified that the HVAC system was unplugged, and a dehumidifier was not used to combat the presence of mold in the unit which created a mold problem. This can be seen in the after photographs submitted by the landlord, and I asked the tenants if they had unplugged the HVAC system and tenant 1 responded that they had not and stated that it must have been unplugged by the previous tenant and he also added that they don't know anything about HVAC systems. I find that the landlord failed to show that the tenants unplugged the HVAC system, and they failed to show that the mold problem was a result of the actions of the tenants. I find that in the absence of an inspection, it is unfair to say that the tenants were negligent in causing the mold problem. For those reasons, I find that it would be unfair to expect the tenants to cover the full cost of the cleaning, and as such, I find that the cost of cleaning shall be split evenly amongst the landlord and the tenants. I find that the tenants are responsible for the cost of cleaning in the amount of \$283.50 (\$567.00 / 2).

**Item # 2: Garbage removal (\$690.00)** – I asked the landlords if they could show that garbage was left inside the unit, and they responded that they could and that they would submit photographs; however, such photographs were not received. I accept the tenant's testimony that they left the garbage outside in bins and I also accept the tenant's testimony that the garbage in the yard did not belong to them. I find that the landlord's failed to show that the tenants left garbage in the unit that needed to be removed, and I find that the landlord failed to show that the garbage in the yard belonged to the tenants, and as such I find that the tenants are not responsible for the cost of garbage removal.

As for the maintenance work conducted by [REDACTED], I asked the tenants if they left LED lights on the walls and tenant 1 responded that they did not, and he stated that the lights were on the walls when they took possession of the unit. As stated in item #1 above, the landlord failed to show that the tenants were responsible for the mold problem in the unit and as such, shall not be responsible for the cost to replace the rusty towel rack or the moldy caulking. The landlord also failed to show that the tenants were responsible for any damage to the walls. I find that the tenants are not responsible for the cost of garbage removal and minor maintenance work.

**Item # 3: Dumpster rental (\$385.83)** – As the landlord's claim for garbage removal has not been successful, I find that the tenants are not responsible for the cost of a dumpster rental.

**Item # 4: Miscellaneous repairs (\$880.03)** – I accept the tenant's testimony that the faucets and the lever were in the same condition as when they took possession of the unit and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the tenants were negligent in causing the damage. For that reason, I find that the tenants are not responsible for the cost of labor and

supplies for miscellaneous repairs.

### **Decision**

14. The landlord's claim for compensation paid for damages succeeds in the amount of \$283.50.

### **Issue # 2: Utilities Paid \$1083.84**

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

15. The landlord's representative testified that the landlord had filled the oil tank with oil at the commencement of the previous tenancy back in 2023 and he stated that the landlord had to unexpectedly refill the tank again at the end of the new tenancy. The landlord's representative stated that the landlord is seeking to be reimbursed for the cost of the oil in the amount of \$1083.84 and he submitted a copy of a screenshot of a message that he had sent to the previous tenant on 15-March-2023 stating that the tank had been filled by the landlord and should be left filled at the end of the tenancy (LL#8). The landlord also submitted a copy of an invoice from [REDACTED] to support the claim (LL#9).
16. The tenant's disputed that they should be responsible for the cost of oil as they paid the previous tenant for the oil that was in the tank when they took possession of the unit in November 2024.

### **Analysis**

17. I accept that the landlord would expect that the new tenants would take over the previous tenant's responsibilities including keeping the oil tank filled; however, I find that the onus was on the landlord to check the level of oil in the tank when the previous tenant vacated and ensure that the previous tenant fulfilled their obligation to refill the tank as agreed upon. I find that the landlord never entered into an agreement with the new tenants to fill the oil tank at the end of their tenancy and I was unable to find a clause in the rental agreement stating that it was their obligation to do so. I accept the tenant's testimony that they paid the previous tenant for the oil that she left in the tank when she vacated, and I find that the tenants are not responsible to reimburse the landlord for the cost of the oil at the end of the tenancy.

### **Decision**

18. The landlord's claim for Utilities paid does not succeed.

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

#### **Analysis**

19. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#10). 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 tenants are responsible for the hearing expenses.

### **Decision**

20. 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**

21. 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.

22. The landlord's claim for losses has been partially successful as per paragraph 14 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 2025 is 1%.

**Decision**

23. The tenant's claim for a refund of security deposit succeeds in part.

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

**Summary of Decision**

25. The landlord shall refund the security deposit in part plus interest to the tenants in the amount of \$1397.73.

26. The tenants shall pay the landlord \$0.00 as follows:

Compensation paid for damages ...	\$283.50
Utilities paid .....	0.00
Hearing expenses .....	20.00
Less: partial security deposit .....	303.50
Total .....	\$0.00

December 16, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office