

Residential Tenancies Tribunal

Application 2025-0789-NL and 2025-0898-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-October-2025 at 11:16 am.
2. The applicant of the initial claim, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, were represented by [REDACTED], who attended via teleconference.
3. The respondent and counterclaimant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who also attended via teleconference.

Preliminary Matters

4. Both parties acknowledged that they were properly served.

Issues before the Tribunal

5. Should the landlord's claim for damages succeed?
6. What is the proper disposition of the security deposit?

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).

Issue 1: Damages

8. The landlord claims \$708.00 in damages. The initial application listed the damages claimed as \$4818.50 but they clarified that this was an error. The \$708.00 total consists of the cost of cleaning, garbage removal, and a charge for keys not returned, as well as a 20% surcharge as per paragraph 7 of the lease agreement (LL#1 page 11). In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was

caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.

9. The tenants acknowledge not returning the two keys but dispute the rest of the landlord's claim. The cost of the keys is established in Schedule B to the lease agreement (LL#1 page 19) as being \$50.00 for an apartment key and \$75.00 for a main door key, for a total of \$125.00, or \$150.00. This portion of the landlord's claim succeeds in the amount of \$150.00.
10. The landlord claims \$75.00 for garbage removal. Regarding the charge for garbage removal, the landlord first pointed to packed bags visible in the tenant's evidence (T#1). The tenant testified that these items were removed from the premises and no garbage was left behind. The landlord's representatives admitted they had not personally visited the premises. After the tenant testified, they suggested the garbage removal must have been charged for two items the tenants left in the premises, the shower curtain and an open box of baking soda left in the freezer as a deodorizer. The tenant did not cede that the shower curtain was theirs. I do not agree that the leaving of baking soda behind to reduce lingering odor constitutes leaving garbage in the premises. This portion of the landlord's claim fails.
11. The landlord suggested that because they were charged for the cost of cleaning by their contracted cleaner (see LL#3 page 3), that this was evidence cleaning was required. I do not find this overly persuasive. The landlord must still establish the extent of any damages, i.e., the level of uncleanliness. For this the landlord relies on LL#2, which shows pictures of the premises taken after the premises was vacated. There is little if any dirt visible. The tenant suggested what dirt appears to be visible is actually discolouration that existed prior to the tenancy. No evidence of the premises prior to the tenancy was provided.
12. Considering the evidence in its totality, I do not find that the landlord provided sufficient evidence to establish on a balance of probabilities that the tenant violated the lease agreement by failing to return the premises in a clean condition. This portion of the landlord's claim fails.
13. The landlord's claim for damages succeeds in the amount of \$150.00.

Issue 2: Security Deposit

14. The landlord is owed moneys and may therefore apply them against the security deposit. The remainder of the deposit must be returned to the tenant. The security deposit was \$480 that was paid on or about September 2019.
15. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the years 2019-2023 and a simple cumulative interest rate of 1% annual for the years of 2024-2025. Calculated to the date of the hearing, that yields a total interest of \$8.75.

Decision

- 16. The landlord's claim for damages succeeds in the amount of \$150.00.
- 17. The landlord shall return the security deposit and interest, valued at \$488.75, less the successful damages, to the tenants.
- 18. Both applications were successful in part. I decline to award hearing expenses to either party.

Summary of Decision

- 19. The landlord shall pay to the tenants \$338.75 as follows:

Security Deposit.....	\$488.75
Less Damages.....	\$150.00
Total.....	\$338.75

14-November-2025
Date


Seren Cahill
Residential Tenancies Office