

Residential Tenancies Tribunal

Application 2025-0848-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 15-October-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [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 email to [REDACTED], on 17-September-2025 (LL#1). The tenant confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There was a written month-to-month rental agreement which commenced on 1-September-2023, however the tenant’s son was renting the unit since 2021, until the time the landlord took possession of the property in 2023. The tenant vacated the unit on 30-August-2025. Rent was \$900.00 per month due on the first day of each month. A security deposit of \$400.00 was paid at the beginning of the tenancy and forwarded from the previous landlord to the current landlord in April-2023 and is still in the landlord’s possession.
6. Evidence not submitted to both the other party and this Tribunal at least three days prior to the hearing shall not be accepted and considered for the purpose of this decision.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for damages \$2126.35;
 - Security Deposit to be applied against any monies owed \$400.00.

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, and following section of the *Residential Tenancies Policy* Section 9-3: Compensation for Damages to Rental Premises.

Issue # 1: Compensation paid for Damages \$2126.35.

Relevant submission:

10. The landlord's representative stated that there were damages to the rental unit, and they submitted a damages ledger to support their claim, see copy below:

| | | |
|---|--|-------------|
| 1 | damaged heater in dinning room | \$ 106.95 |
| 2 | damaged heater in living room | \$ 179.40 |
| 3 | cost to remove then install both heaters | \$ 115.00 |
| 4 | urine damaged flooring cost to remove and install | \$ 1,150.00 |
| 5 | 4 damaged kitchen cupboard doors cost to repair/replac | \$ 172.50 |
| 6 | cost to remove and disposal of urine damaged flooring | \$ 172.50 |
| 7 | cost to clean apartment 10 hours | \$ 230.00 |

Item #1: replacement costs of two heaters and cost of labor \$401.35;

Landlord's Position:

11. The landlord's representative stated that the heaters in the dining room and living room were damaged during the tenancy. They submitted photographic evidence to support their claim (LL#2). The landlord's representative indicated that the living room heater had essentially fallen apart, and dining room heater was also damaged. They believe the tenant is responsible for the cost of replacing both heaters and submitted invoices from a construction company for the removal and installation work (LL#3).

Tenant's Position:

12. The tenant disputed responsibility for the replacement costs. She stated that the heaters were already old and damaged prior to their move-in and before the current landlord took possession of the property. The tenant explained that they did not complain about the heaters because they were functioning properly despite their condition.

Item #2: costs of flooring removal and installation of new flooring and dump fee \$1322.50;

Landlord's Position:

13. The landlord's representative stated that the flooring in the children's bedroom was damaged with urine. They testified that a potty filled with urine was found in the room and that the odor was very strong. They stated that they believe the damage occurred during the tenancy, and that the odor may have been caused by clothing and other textiles left on the floor, which likely became damp and absorbed urine. The landlord submitted photographic evidence to support their claim (LL#4). They stated that despite six separate cleanings with strong cleaning chemicals, they were unable to remove the odor, and therefore the flooring had to be replaced. The landlord submitted invoice for the cost to

remove and dispose of the urine-damaged flooring, as well as for the installation of new flooring (LL#2), and believes the tenant is responsible for these costs.

Tenant's Position:

14. The tenant disputed responsibility for the replacement cost, however, did not dispute that a potty was present in the room but explained that it was used by her five-year-old granddaughter at night to avoid walking to the bathroom. She stated that her granddaughter was fully trained and never urinated on the floor. The tenant acknowledged that the child occasionally wet her bed, but she does not believe that urine from the mattress could have soaked through to the flooring and caused the smell described by the landlord. The tenant further stated that she cleaned the floors prior to moving out and did not notice any urine odor in the room at that time. She also stated that the wet marks on the subfloor showed by the landlord could be a result of 6 cleanings that they performed.

Item #3: costs to repair 4 kitchen cupboard doors \$172.52;

Landlord's Position;

15. The landlord's representative stated that four kitchen cupboard doors were damaged — two located above and two below. They testified that two doors had visible cracks, while the other two had chipped corners. The landlord indicated that they initially intended to replace the damaged doors; however, as the replacement cost was estimated at approximately \$1500.00, they decided to proceed with repairs instead. The landlord submitted photographic evidence (LL#5) and an invoice (LL#2) for the repair costs and believes that the tenant is responsible for the damage.

Tenant's Position:

16. The tenant disputed responsibility for the damage. She stated that the condition of the kitchen, including the cupboards, was the same when they moved into the property. She described the kitchen as old and stated that the chips and cracks were already present due to wear and tear at the beginning of the tenancy. Therefore, she does not believe that she should be responsible for the cost of repairs.

Item #4: cleaning \$230.00

Landlord's Position;

17. The landlord is seeking compensation for cleaning costs in the amount of \$230.00, representing 10 hours of cleaning required to restore the unit to an acceptable condition. The landlord's representative stated that the entire apartment needed to be cleaned and submitted photographic evidence to support their claim (LL#6). According to the landlord's representative, the kitchen and cupboards required extensive cleaning, including the exterior of the fridge, both sides of the stove, the range hood, the kitchen floor and the area behind the stove, as well as the cupboards, drawers, microwave, dishwasher, and the area around the sink. The landlord's representative also stated that the bathroom, including the shower, toilet, and the area beneath the sink, required significant cleaning. They noted that the children's bedroom floor required six separate cleanings to remove buildup and odor.

Tenant's Position:

18. The tenant disputed responsibility for the cleaning costs. She stated that she cleaned the entire unit prior to moving out. She acknowledged that the top shelves in the shower and

the stove range hood needed to be cleaned but maintained that the rest of the unit, including the toilet and floors, had been cleaned.

Analysis

19. 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).*

Item #1: replacement costs of two heaters and cost of labor \$401.35

20. I asked the landlord's representative how old the heaters were, and they stated that they did not know. I also asked whether the landlord had photographic evidence showing the condition of the heaters prior to the move-in date or during the tenancy, and they stated that they did not. Based on the evidence presented, I find that the landlord did not provide sufficient evidence to establish that the damage occurred due to any negligent or willful act of the tenant during the tenancy, or that the damage went beyond normal wear and tear.

21. Therefore, I find that the landlord has not met the burden of proof to show that the tenant is responsible for the replacement cost of the heaters or the associated labor. The landlord's claim for the replacement of the heaters, including labor costs, does not succeed.

Item #2: costs of flooring removal and installation of new flooring and dump fee \$1322.50;

22. I asked the landlord how old the flooring was, and they stated that they did not know. They also stated that the replacement flooring was of the same laminate type, but a different shade. I accept the landlord's statement that they replaced the flooring, and I also observe the marks on the flooring as shown in the photographs. However, I also accept the tenant's statement that they cleaned the unit, including the room in question, and did not detect any smell. The tenant further stated that the wet marks on the subfloor shown by the landlord could potentially have resulted from the multiple cleanings the landlord mentioned.

23. As the landlord was unable to establish the age of the flooring, and the tenant denies responsibility for any odor or damage, I find that depreciation cannot be applied. Given the lack of evidence regarding the age and condition of the flooring prior to or during the tenancy, I find that the landlord has not provided sufficient evidence to show that the tenant was responsible for the damage. As a result, I find that the landlord has not met the burden of proof to show that the flooring required replacement or that the tenant is responsible for the cost.

24. Therefore, the landlord's claim for the cost of removing, disposing of, and installing new flooring does not succeed.

Item #3: costs to repair 4 kitchen cupboard doors \$172.52;

25. I asked the landlord whether they had any photographic evidence showing the condition of the kitchen cupboards prior to the tenancy, and they stated that they did not. The landlord also stated that they did not know the age of the kitchen. They explained that, during an inspection conducted in May, they believed the chips and cracks were either not present

or not as visible at that time. The tenant disputed the landlord's claim and explained that the kitchen was already old due to the wear and tear since the beginning of the tenancy.

26. As the burden of proof lies with the applicant, I find that the landlord did not provide sufficient evidence to establish that the damage to the cupboard doors occurred during the tenancy due to any negligent or willful act of the tenant, or that the damage exceeded normal wear and tear.
27. Therefore, the landlord's claim for the cost of repairing the four kitchen cupboard doors does not succeed.

Item #4: cleaning \$230.00

28. Based on the photographic evidence submitted, I find that cleaning of the entire unit was required after the tenant vacated. The photographs show that the kitchen, bathroom, flooring, and other areas of the unit required thorough cleaning. I accept the landlord's representative's testimony that they completed the cleaning themselves.
29. In accordance with Section 9-3 of the *Policy*, as stated above, the landlord demonstrated that the areas in question were not properly cleaned therefore, I accept that approximately 10 hours were required to complete the cleaning. I find that the amount of time claimed is reasonable given the condition of the premises as shown in the evidence.
30. Pursuant to Section 9-3 of the *Policy*, when a landlord performs the work themselves, they may make a claim for the cost of personal labor. The landlord may claim the current provincial minimum wage rate plus \$8 per hour. Based on a minimum wage of \$16 per hour, the compensable rate is \$24 per hour.
31. Accordingly, 10 hours of labor at \$24.00 per hour equals \$240.00. However, as the tribunal cannot award more than the amount claimed in the application, the landlord is awarded \$230.00 for self-labor cleaning costs.

Decision

32. The landlord's claim for compensations paid for damages succeeds in the amount of \$230.00.

Issue # 2: Security deposit to be applied against any monies owed \$400.00

Analysis

33. 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).

34. The landlord's claim for losses has been successful as per paragraph 32 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 interest for 2021-2023 was 0%, the annual interest in 2024-2025 is 1%.

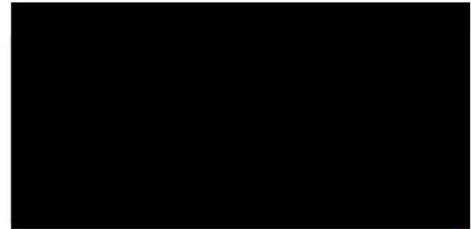
Decision

35. Security deposit plus interest of \$407.16 shall be applied against monies owed.

Summary of Decision

36. The landlord shall retain \$230.00 from security deposit to cover the costs of the damages.

November 14, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office