

## Residential Tenancies Tribunal

Application 2025-0855-NL and 2025-0930-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing held on 13-November-2025.
2. The applicant of the initial claim and respondent to the counterclaim, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who 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 for damages in an amount equal to the security deposit. They explained that the actual damages are greater than this sum, but they seek to only recover the deposit. They submit that the total damages are closer to \$3167.10, divided amongst 12 items. Each item must be dealt with individually.
9. 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.

10. First, the landlord claims \$920.00 for the cost of repainting two walls and a ceiling. LL#1 page 3 shows the ceiling, which is noticeably discoloured in multiple spots, and LL#1 page 4 shows the walls. Paint from the ceiling has dripped onto the walls. In one patch, some form of plaster or putty has been painted over without being sanded, resulting in a mound bulging from the wall. The tenant admitted that she hired a friend to do some painting, but his work was inexpert.
11. Normally, policy dictates that this tribunal would seek evidence of the actual cost of the repairs in the form of receipts or invoices. However, the lease agreement (LL#2) provides, as Schedule B, a list of potential deductions against the security deposit. The tenant has initialled the page, and did not dispute that she had agreed to these terms. Number 8 on this schedule states that each wall and/or each ceiling will result in a charge of \$400.00 plus HST. Nothing in the *Act* prohibits or contradicts these terms. The landlords indicated they counted partially damaged walls as one wall for their calculation.
12. This tribunal finds that the walls and ceilings were damaged, that the damage was caused by a person the tenant allowed on the premises, and that the appropriate charge is  $(\$400.00 \times 2 \times 1.15) = \$820.00$ .
13. Next, the landlord claims \$862.50 (HST included) for the repair of alleged damage to the shared spaces in the apartment building, including an elevator, hallway walls, and a stairwell. LL#1 pages 9-11 show these spaces. A trail of white paint is visible throughout. The landlord's representatives testified that it went to the tenant's apartment. The landlords also provided a video, LL#3, that appears to be security camera footage from an elevator. A person identified as the tenant is visible along with a person carrying black garbage bags. As the person leaves the elevator at about 1:13, a line of white paint can be seen pouring from one of the bags.
14. The tenant agreed that the paint was spilled by the person she hired. However, she testified that she had hired a cleaning service and had them clean up the paint. She said this was on 30-August-2025. The landlord's representatives testified that the photos were taken on 31-August-2025. They agree the tenant hired the cleaning service but maintained that the photos were taken after the cleaning service left. The tenant submitted that they must be mistaken as to her memory there was not that much paint left, and she recalled the property manager taking photos before the cleaning to show her. Obviously, the property manager taking photos before the cleaning doesn't prove more photos were not taken afterwards.
15. The tenant provided a record of text messages between her and the cleaning company. On T#1 page 22, in a text sent 30-August-2025, the tenant asks the cleaning company to clean the paint spilled outside the apartment. She shares with them the message from the property manager which says there is white paint from her apartment "to the elevator, carpets, and the walls, exit lobby, main vestibule." The company responds, "they can remove the plastic floor paint stain but won't touch the rug so it does not get

damaged.” The tenant later replies (on page 19) “as long as they remove it in the stairs, in the elevator because that is plastic, and in the plastic outside that is fine.”

16. I accept that the tenant made a significant effort to clean the areas where the paint was spilled. Unfortunately, spilled paint can be difficult to fully remove, particularly from porous or fibrous materials. I find on a balance of probabilities that the tenant was not able to fully remove the paint. The landlords said the remainder of the cleanup effort took one maintenance person 5 days working 4-5 hours a day, for a total of about 22.5 person hours. Considering the evidence before me, I find this reasonable.
17. Absent an invoice or paystub, this tribunal awards self-labour at the rate of minimum wage + \$8.00/hour, or \$24.00/hour. The total cost of labour for the cleanup outside the unit is therefore \$540.00. Schedule B 22 states that other expenses incurred by the landlord shall result in a deduction from the deposit in an amount equal to the cost plus a 20% administration fee. These are the terms the tenant agreed to. Unless a contractual term contradicts the *Act* or is otherwise illegal, I have no power to alter it. The total award in relation to the shared areas is therefore \$648.00.
18. The landlord’s claim has been made out in full. It is unnecessary to evaluate the remaining portions of the claim, so I decline to do so.

### **Security Deposit**

19. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.
20. In this case, the monthly rent was \$1695.00/month and the security deposit was set at \$1695.00, which was received on 1-August-2024. As the tenant correctly pointed out, s. 14(1)(c) of the *Act* states a landlord shall not demand from a tenant a security deposit that is more than  $\frac{3}{4}$  of the amount of rent that would be payable for the first month if rent was divided into a monthly payment where the residential premises is rented for a fixed term. S.14(3) states that where a landlord receives a security deposit that is more than the amount permitted under subsection (1), the tenant may deduct the overpayment from rent or may recover the overpayment together with interest on the amount of the overpayment at the rate prescribed in the regulations. The overpayment in this case is  $(1695.00 - [1695.00 * 0.75]) = \$423.75$ .
21. 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 a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, the amount of interest on the security deposit (after deducting the overpayment) is \$16.35.
22. Calculated to the date of the hearing, the amount of interest on the overpayment is 5.45.

### **Decision**

23. The landlord's claim for damages succeeds in the full amount of the security deposit, valued at \$1287.60.
24. The overpayment of the security deposit, valued at \$429.20, must be returned to the tenant.

**Summary of Decision**

25. The landlord shall pay to the tenant \$429.20 as the overpayment of the security deposit.
26. The landlord may retain the remainder of the security deposit.

19-November-2025  
Date

  
Seren Cahill  
Residential Tenancies Office