

Residential Tenancies Tribunal

Application 2025-0860-NL
Application 2025-0945-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 9:13 AM on 25 November 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, participated in the hearing. Her partner, [REDACTED], was also in attendance. The respondent, [REDACTED] as general partner for [REDACTED] was represented at the hearing by [REDACTED], hereinafter referred to as “the landlord”, and [REDACTED]

Issues before the Tribunal

3. The tenant is seeking an order for a refund of the \$1162.50 security deposit.
4. The landlord is seeking an order for a payment of \$1600.00 in compensation for damages and authorization to retain the security deposit.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also relevant and considered in this case is s. 14 of the *Residential Tenancies Act, 2018*.

Preliminary Matters

7. The landlord amended his claim at the hearing and stated that he was now only seeking \$1162.50 in compensation for damages.

Issue 1: Compensation for Damages - \$1162.50

Relevant Submissions

The Landlord's Position

8. The landlord stated that he had entered into an 8-month, fixed-term lease with the tenant on 01 February 2021, and a copy of that agreement was submitted with his application. The agreed rent at that time was set at \$1550.00, and by 2025 it had increased to \$1730.00. It was also acknowledged in the lease that the tenant had paid a security deposit of \$1162.50.
9. In October 2024, the tenant moved out of the unit, and she sublet the apartment for the remainder of the term, which was due to expire on 30 June 2025.
10. When the tenant first moved in, in 2021, a walkthrough of the unit was conducted, and a walkthrough was again conducted on 29 June 2025 when the tenancy ended. A copy of the inspection report was submitted with the landlord's application. The landlord stated that some damages had been caused to the unit during this tenancy, as noted in the inspection report, and he is seeking compensation in the amount of the security deposit, broken down as follows:
 - Painting \$500.00
 - Screen repairs..... \$400.00
 - Scratches in stovetop..... \$100.00
 - Cigarette ashes in patio door rail..... \$600.00

Painting

11. According to the incoming portion of the inspection report, all the walls at the unit were listed as being in good condition in 2021. On the outgoing portion of the report, however, it is noted that the walls in the living room and in bedroom 1 require painting. The landlord also submitted a photograph showing 1 wall in the apartment, and there appears to be some discoloration on that wall above the baseboard heater. ■ reported that there were several holes in the walls as well, requiring plastering, and the walls also had suffered some water damage.
12. With respect to the costs the landlord is seeking here, he pointed to Schedule "B" of the lease which outlines the costs the landlord is permitted to deduct from the security deposit should any of the listed items suffer damage during the tenancy, and the landlord noted that this schedule was initialed by the tenant when the lease was signed. This schedule states that the landlord is entitled to deduct \$250.00 for each wall or ceiling that requires painting after the tenant vacates. As there are 2 walls identified in the inspection report that require painting, the landlord argued that he is entitled to deduct \$500.00 of the security deposit.

Screen Repairs

13. The landlord claimed that the tenant's sublessee kept pet cats in the unit during her tenure, and during that time they had caused damage to the screens in the windows in the apartment. This damage was noted in the outgoing condition report, which states that the window screens in the kitchen, living room, dining room, bedroom, and in the patio door were all damaged. Photographs were also submitted with the landlord's application showing this damage.
14. The landlord stated that all these screens needed replacing because of this damage. With respect to the costs he is seeking here, the landlord allocated \$100.00 per screen as a reasonable cost for repairs. No receipts were submitted with the application for the costs of materials, and issue of screen repair is not listed in Schedule "B".

Scratches in stovetop

15. The landlord pointed to the outgoing condition report which states that there were scratches on the stovetop after the tenant vacated. He stated that it took his staff 3 hours to buff out these scratches, and he is seeking \$100.00 in compensation. No photographs were submitted showing this damage and the issue of stovetop repairs is not listed in Schedule "B".

Cigarette ashes in patio door rail

16. The landlord stated that it was evident that the tenant's sublessee had been smoking in the rental unit while she was living there, and in support of that claim he submitted a photograph showing that there were cigarette butts in the railing of the patio door.
17. Regarding the costs he is seeking here, the landlord pointed out that according to Schedule "A" of the lease, smoking was not permitted in the rental unit and it further states: "Tenants acknowledge that smoking in the Rented Premises shall result in their incurring a final cleaning charge of a minimum \$600." RP claimed that the glass in the patio door was so stained with nicotine that it required 2 cleanings.

The Tenant's Position

Painting

18. ■ argued that the issue with the painting should be chalked up to normal wear and tear, and he claimed that the landlord should have expected that he would have had to carry out some painting anyhow as this tenancy had run for 4 years.

Screens

19. The tenant acknowledged that the screens were damaged during her tenancy, and she agreed with the landlord that \$400.00 ought to be deducted from her security deposit.

Scratches in stovetop

20. The tenant acknowledged that there were some minor scratches in the stovetop, but she argued that this should be chalked up to normal wear and tear for a 4-year tenancy. She also claimed that she had not done much cooking at the unit during her 4 years there.

Cigarette ashes in patio door rail

21. The tenant testified that she was not a smoker and that there was no smoking in the unit during her time there. With respect to her sublessee, the tenant claimed that during the final walkthrough of the unit there was no evidence that there had been smoking taking place at the property and she pointed out that there were no remarks on the inspection report noting this issue. ■, who was with the tenant during the final walkthrough, corroborated her claim that there was no smell of smoke in the unit during the walkthrough and that the issue was smoking was not raised or discussed at that time.

Analysis

22. Under Section 10.(1)2. of the *Residential Tenancies Act, 2018* the tenant is responsible to keep the premises clean and to repair any damage caused by a willful or negligent act.

2. *Obligation of the Tenant* - The tenant shall keep the residential premises clean, and shall repair damage caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.

Accordingly, in any damage claim, the applicant is required to show:

- That the damage exists;
- That the respondent is responsible for the damage, through a willful or negligent act;
- The value to repair or replace the damaged item(s)

In accordance with Residential Tenancies policy 9-3, the adjudicator must consider depreciation when determining the value of damaged property. Life expectancy of property is covered in Residential tenancies policy 9-6.

Under Section 47 of the *Act*, the director has the authority to require the tenant to compensate the landlord for loss suffered or expense incurred as a result of a contravention or breach of the *Act* or the rental agreement.

Order of director

47. (1) After hearing an application the director may make an order

(a) determining the rights and obligations of a landlord and tenant;

(b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord;

(c) requiring a landlord or tenant who has contravened an obligation of a rental agreement to comply with or perform the obligation;

(d) requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the rental agreement

23. With respect to the painting, it is acknowledged in the outgoing inspection report that there was damage caused to 2 walls and that painting was required. This report was signed off by the tenant, acknowledging that there was damage. According to Schedule "B" of the lease, the tenant agreed that should there be any damage to the walls upon vacating, she would allow the landlord to deduct \$250.00 from the damage deposit, per wall. Therefore, this portion of the landlord's claim succeeds in the amount of \$500.00.
24. The tenant acknowledged that she owes the landlord \$400.00 for the damaged window screens, so that portion of the claim succeeds as well.
25. Regarding the stovetop, although it is acknowledged in the outgoing report that there are "sm scratches" on the surface, insufficient evidence (e.g., photographs) was presented at the hearing to determine the extent of that damage. The tenant stated that the scratches were the result of normal wear and tear, and I note that even though these scratches were identified in the report, the stovetop still was rated "G" (for "Good"). I also note that this damage is not listed in Schedule "B" and the landlord presented no other evidence (e.g., receipts) showing the costs he incurred. As such, this portion of his claim does not succeed.
26. The landlord's claim for \$600.00 for smoke damage also fails. Although it was agreed that the tenant would allow \$600.00 to be deducted in the case that there was smoking in the unit, that issue was not identified during the outgoing inspection, and there is nothing in the report indicating that there was a smell of smoke in the unit or that there was any issue with the patio doors. That report was signed off by the tenant on 29 June 2025. I conclude that the landlord has submitted insufficient evidence to convince me that there had been any smoking in the unit.

Decision

27. The landlord’s claim for compensation for damages succeeds in the amount of \$900.00, determined as follows:

• Painting	\$500.00
• Window screens.....	\$400.00
Total.....	<u>\$900.00</u>

Issue 2: Security Deposit - \$1162.50

Relevant Submissions

- 28. It is acknowledged in the lease that the tenant had paid a security deposit of \$1162.50.
- 29. Section 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 prescribed an interest rate of 0% for years 2021 – 2023 and a simple cumulative interest rate of 1% annual for each of the years 2024 and 2025. Calculated to the date of the hearing, this yields a total interest of \$22.11.
- 30. As the landlords claim for compensation for damages has been successful, the deposit shall be disposed of as follows:

a) Security Deposit + Interest.....	\$1184.61
b) LESS: Damages.....	(\$900.00)
c) Total Owing to Tenant.....	<u>\$284.61</u>

30 December 2025
Date


John R. Cook
Residential Tenancies Tribunal