

## Residential Tenancies Tribunal

Application 2025-0872-NL & 2025-0973-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:03 a.m. on 19-November-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
4. A second tenant, the spouse of the respondent was not included in the application as she currently resides overseas, and the respondent stated that he has dealt with all tenancy issues.

### Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email on 29-October-2025 (LL#1). The tenant confirmed receipt of the document on that date and countered the claim. The tenant submitted a copy of an affidavit with his application stating that he had served the landlord with the notice of hearing electronically by email on the same date (TT#1). The landlord confirmed receipt of the document. In accordance with the *Residential Tenancies Act 2018*, this is good service.
6. There was a fixed term rental agreement which commenced on 1-August-2024. The tenant vacated the unit at the end of the term on 31-July-2025. Rent was \$2500.00 per month, due on the first day of each month. A security deposit of \$1875.00 was paid on 15-July-2024 and is in the landlord’s possession.

### Issues before the Tribunal

7. The landlord is seeking:
  - Compensation paid for damages \$693.38
  - Hearing expenses \$60.00
  - Security deposit to be applied against monies owed \$1875.00
8. The tenant is seeking:

- Refund of security deposit \$1875.00
- Hearing expenses \$20.00

### Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. 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 \$693.38

#### Relevant Submission

11. The landlord testified that there were damages to the unit which needed to be repaired and cleaning was required, and he is seeking \$693.38 to cover the cost. 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
1.	Water damage to living room ceiling due to improper installation of bidet on toilet in bathroom above	\$284.63
2.	Repair to kitchen cabinet door	\$63.75
3.	Cleaning completed after Vacancy	\$345.00
Total		\$693.38

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

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

**Item # 1: Water damage to living room ceiling (\$284.63)** – The landlord's representative testified that there was a water leak from the upstairs bathroom which came through the living room ceiling due to the improper installation of bidets and they are seeking 4.5 hours of labor at \$55.00 per hour plus taxes for a total of \$284.63 to have their in-house contractor repair the damaged ceiling. The landlord submitted photographs of the ceiling (LL#3) and a copy of an invoice to support the claim (LL#4).

The tenant disputed that he did anything to cause water damage to the living room ceiling and disputed ever seeing any water or damage to the drywall in the area of the living room ceiling.

**Item # 2: Repair to kitchen cabinet door (\$63.75)** – The landlord's representative omitted this item from the damage's ledger.

**Item # 3: Cleaning (\$345.00)** – The landlord's representative testified that the unit needed cleaning after the tenant vacated which included scrubbing blinds, light fixtures, walls and baseboards, kitchen appliances and bathrooms and she stated that it took approximately 10-11 hours of labor at \$35.00 per hour plus taxes to complete the work.

However, she stated that her client is not billing for the total amount of \$431.25 as per the invoice and is seeking a portion of that amount as the unit was not completely cleaned at the commencement of the tenancy. The landlord's representative stated that they are seeking to be reimbursed for a portion of the invoice in the amount of \$345.00 to have their in-house cleaner complete the work. The landlord submitted photographs of the cleanliness of the unit (LL#5) and a copy of an invoice to support the claim (LL#6).

The tenant disputed that the unit needed any cleaning, and he testified that the unit was not in a great state of cleanliness at the commencement of the tenancy.

## Analysis

13. 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)*

14. Each item is analyzed as follows:

**Item # 1: Water damage to living room ceiling (\$284.63)** – I accept the landlord's testimony, and the exhibits entered into evidence which shows the water damage to the living room ceiling. I asked the landlord's representative when the outgoing inspection took place, and she responded that it was completed on the day the tenant vacated the unit at which time the damage to the ceiling was identified. I do not accept the tenant's testimony that there wasn't any water damage or that he never noticed any damage to the drywall in the area of the living room ceiling.

In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, they were able to show that the tenant was negligent in causing the damage and they were able to show the cost to repair the damaged ceiling. For those reasons, I find that the tenant is responsible for the cost to repair the damaged living room ceiling in the amount of \$284.63.

**Item # 2: Repair kitchen cabinet door (\$63.75)** – The landlord's representative omitted this item from the damage's ledger and as such no analysis is required.

**Item # 3: Cleaning (\$345.00)** – I accept the landlord's testimony, and the exhibits entered into evidence which shows that the unit required some cleaning at the end of the tenancy. I also accept the tenant's testimony that the unit was not completely cleaned at the commencement of the tenancy.

In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that cleaning was required, and they were able to show that the tenant was negligent in leaving the unit dirty in some areas. The landlord was also able to show the cost to clean the unit and I find that the amount discounted from the invoice is fair to compensate for the fact that the unit was not completely clean when the tenant took possession. For those reasons, I find that the tenant is responsible for the cost to clean the unit in the amount of \$345.00.

## Decision

15. The landlord's claim for compensation paid for damages succeeds in the amount of \$629.63.

## **Issue # 2: Compensation paid for inconveniences \$400.00**

### Tenant's and Landlord's Positions

16. The tenant testified that he left 2 bidets in the bathroom of the unit at the end of the tenancy and he is seeking to be reimbursed for the cost to replace them in the amount of \$400.00. The landlord's representative did not dispute that the bidets were left at the unit; however, she disputed that the landlord should be responsible for the cost to replace the bidets.

### **Analysis**

17. I asked the tenant why he did not take the bidets with him when he vacated the unit, and he responded that he forgot to take them. I asked the landlord's representative if the tenant ever reached out to say that he left them at the unit in error and would like to arrange for someone to pick them up and she responded that he had not. The landlord's representative stated that she reached out to the tenant electronically by email on 26-August stating that the bides were removed during bathroom renovations as they had been installed improperly and caused damage to the bathroom floor area. The landlord's representative stated that the tenant responded in October asking to have the bidets returned.

18. I find that it was reasonable for the landlord to assume that the tenant left the bidets behind because he did not want to take them; and as the tenant had left the Country, I accept that the landlord could not have returned them and did not see reason to store them. I find that the landlord is not responsible to reimburse that tenant for the value of 2 bidets that he failed to take with him when he vacated the unit.

### **Decision**

19. The tenant's claim for compensation paid for inconvenience does not succeed.

## **Issue # 3: Hearing expenses**

20. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred *Commission of Oath* fees in the amount of \$40.00. The landlord submitted a copy of the receipts to support the claim (LL#7). The tenant also paid an application fee of \$20.00 to *Residential Tenancies* and is seeking to be reimbursed.

### **Analysis**

21. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other hearing expenses can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

### **Decision**

22. The tenant's claim for hearing expenses does not succeed.

23. The landlord's claim for hearing expenses succeeds in the amount of \$60.00.

## **Issue # 4: Refund of Security Deposit Security Deposit to be applied against monies owed**

## Analysis

24. 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.

25. The landlord's claim for losses has been successful as per paragraphs 15 and 22 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 2024-2025 is 1%.

## Decision

26. The tenant's claim for a refund of the security deposit partially succeeds.

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

## Summary of Decision

28. The tenant's claim for compensation for Inconvenience does not succeed.

29. The tenant's claim for hearing expenses does not succeed.

30. The tenant's claim to have a refund of the security deposit plus interest (\$24.43) partially succeeds in the amount of \$1209.80.

31. The tenant shall pay the landlord \$0.00 as follows:

Compensation paid for damages ... \$629.63  
Hearing expenses ..... 60.00  
Less: partial security deposit ..... 689.63

Total ..... \$0.00

November 20, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office