

## Residential Tenancies Tribunal

Application 2025-0903-NL  
Counter application 2025-1062-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:14 a.m. on 4-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.
3. The respondent and a counter applicant [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

### Preliminary Matters

4. The tenants stated that they had served the landlord with the notice of hearing electronically via e-mail on 7-November-2025. The landlord confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mails on 14-November-2025 (LL#1,2). The tenants confirmed receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service. I proceeded with the hearing with both applications.
6. There was a written fixed-term rental agreement commencing on 4-November-2023, and ending on 3-June-2024, after which another fixed term arrangement was signed. The tenants vacated the premises on 6-August-2025. Rent was \$1700.00 per month due on 4<sup>th</sup> of each month. The security deposit of \$1275.00 was collected on 15-October-2023 and is still in the landlord’s possession.

### Issues before the Tribunal

7. The tenants are seeking:
  - Refund of Security Deposit \$1275.00
8. The landlord is seeking:
  - Compensations paid for Damages \$3304.68
  - Security Deposit to be applied against any monies owed \$1275.00.

## 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, and following sections of the *Residential Tenancies Policy*, 9-3 Compensation for Damages to Rental Premises.

### Issue # 1: Compensation paid for damages \$3304.68

#### Relevant Submission

11. The landlord is seeking compensation for damages to the rental unit, as per the damage's ledger, see copy below:

| qty           | Cost per | Subtotals  | Company |  |
|---------------|----------|------------|---------|--|
| 3             | \$71.68  | \$215.04   |         | Used 7 gallon, but charged you for 3 gallon of paint (white for trim, blue and yellow for walls)   |
| lump sum      | \$5.75   | \$5.75     |         | Painting supplies (2painters tape)   |
| lump sum      | \$24.70  | \$24.70    |         | Painting Suppliers (small and large liners and replacement can)  |
| lump sum      | \$11.48  | \$11.48    |         | Board to fill hole of broken Toilet roll holder in wall  |
| lump sum      | \$24.14  | \$24.14    |         | Replacement toilet paper roller Holder   |
| 2             | \$35.00  | \$70.00    |         | Labour to remove broken tiled toilet paper holder, cut board, paint board, install board, install new holder   |
| lump sum      | \$20.88  | \$20.88    |         | Closet Repair track and light light bulb for downstairs, no chrg for labour  |
| lump sum      | \$37.66  | \$37.66    |         | Painting supplies (brushed paper towel, gloves, cleaning supplies, replacement self liner, missing over liner)   |
| lump sum      | \$20.67  | \$20.67    |         | Inside Shower curtain (receipt shows two, only charged for one)  |
| lump sum      | \$9.74   | \$9.74     |         | Painting/cleaning supplies (wetwipes)  |
| lump sum      | \$11.32  | \$11.32    |         | Wall protectors to replace missing door stops (bough 4 only charged you for two)   |
| lump sum      | \$754.32 | \$754.32   |         | Flooring for Third Bedroom (shelving left 21+ marks on the floor)  |
| lump sum      | \$961.14 | \$961.14   |         | Install of Flooring, labour in Thrid Bedroom   |
| lump sum      | \$25.25  | \$25.25    |         | Replacement Door Bell  |
| lump sum      | \$27.60  | \$27.60    |         | Carpet Cleaning Solution   |
| 12            | \$35.00  | \$420.00   |         | Cleaning hrs. (behind stove, underneath stove liners, front and inside kitchen cupboards, floors, shower, behind dryer and washer, all floor trim, windows, etc.)  |
| 4             | \$35.00  | \$140.00   |         | Carpet Cleaning (I own a cleaner so no charge for the machine)   |
| 15            | \$35.00  | \$525.00   |         | Painting hrs.. every wall in hallways, two bedroom walls, and all door jams had to be plastered and painting, damage done while moving furniture out, (had to plaster, paint and trim in for 7 walls and all trim) |
| Total Charges |          | \$3,304.68 |         |  |

#### #1: 3 Gallons of paint \$215.04

#### Landlord's position:

12. The landlord is seeking compensation for paint in the amount of \$215.04, representing the cost of three gallons of paint. She stated that, following the tenants' move-out, painting was required throughout the unit. According to their testimony, she purchased seven gallons of paint in total—white for the trims and blue and yellow for the walls. According to her testimony, painting was required on a yellow wall downstairs, one wall in the master bedroom, and two additional walls, as well as all trim on eight doors.
13. The landlord testified that nearly all trim in the apartment and hallway required repainting and that numerous areas on the walls were damaged. She stated that at the beginning of the tenancy, all areas were in good condition, as indicated in the move-in inspection report (LL#3). The landlord submitted photographic evidence showing damage to certain walls (LL#4(17)) and also provided receipts for the paint purchased (LL#5).

#### Tenants' position:

14. The tenants disputed the landlord's claim. They stated that they do not recall any damage to the walls other than one wall in the master bedroom. They acknowledged that they may have unintentionally left some marks on that one wall, as shown in photograph 17 of the landlord's claim (LL#4(17)). They stated that they believe a reasonable amount of compensation for this would be \$25.00. The tenants stated that the landlord would normally be expected to complete touch-ups or repaint prior to re-renting a unit due to wear and tear. They do not believe they are responsible for any compensation beyond the single wall in question. They stated that they do not recall any issues with the trim or any additional walls and do not believe that any repainting of those areas was required.
15. The tenants also stated that a heat pump had been replaced in the basement, and they believe the landlord likely used the paint purchased to complete touch-ups or repaint areas unrelated to their tenancy and unrelated to any damage. They stated that they left the unit in the same condition as at the beginning of the tenancy, except for the one wall, and they agree to compensate \$25.00 for the paint required for that specific wall.

#2, 3: Painting supplies \$30.45

Landlord's position:

16. The landlord is seeking \$5.75 for the cost of painter's tape. She stated that she purchased this tape specifically for the repainting work that became necessary due to the condition in which the tenants left the walls and trims. The landlord submitted a receipt to support this expense (LL#5) and stated that painter's tape was required to complete the painting properly.
17. The landlord is also seeking \$24.70 for additional painting supplies. She stated that these items were purchased at [REDACTED] and included liners, and a replacement can. According to her testimony, these supplies were required to complete the painting that she believes became necessary as a result of the tenants' actions. She stated that these were part of the overall materials needed for the repainting process.

Tenants' position:

18. The tenants disputed responsibility for the painter's tape. They stated that painting supplies are the landlord's responsibility, particularly because the landlord is a professional landlord who should reasonably be expected to have basic painting materials available. They stated that they do not believe they should be responsible for the purchase of painter's tape and additional painting supplies, especially considering that they dispute the need for painting beyond the one wall for which they accepted responsibility. They stated that basic tools and materials used by a landlord to maintain or refresh a unit should not be charged to tenants, and they do not believe these supplies relate solely to the small portion of damage they accepted responsibility for. Therefore, they do not agree to compensate the landlord for the painting supplies.

#4, #5, #6: Toilet paper holder replacement and labor \$105.62

Landlord's position:

19. The landlord stated that the toilet paper holder, which was a porcelain fixture installed directly into the wall, was found broken when the tenants moved out. She submitted photographs showing the damage (LL#4). The landlord stated that in order to repair the

wall and reinstall a functional holder, she needed to purchase a replacement board and a new toilet paper holder at a cost of \$24.14.

20. Additionally, the landlord stated that she completed the repair work herself, which required a total of two hours of labor, valued at \$70.00. She is seeking compensation for both the replacement cost and her labor.

Tenants' position:

21. The tenants agreed that the damage to the toilet paper holder occurred during the tenancy. They acknowledged responsibility for both the replacement cost of \$24.14 and the two hours of labor completed by the landlord. They stated that they accept responsibility for this damage and agree to compensate the landlord in full.

#7: Closet repair track and light bulb \$20.88

Landlord's position:

22. The landlord is seeking \$20.88 for the cost of replacement materials, which include tracks, a drain cover, and two light bulbs for the front foyer, closet, and master bedroom. She stated that these items were replaced during the renting of the unit. The landlord provided photographic evidence, identified as pictures 31, 32, 33, and 34, as well as track pictures 36, 37, and 38, to support her claim (LL#4).
23. The landlord further stated that she is not claiming any labor, only the cost of the materials. She testified that all light bulbs were provided new at the beginning of the tenancy, and if they were burned out during the tenancy, the tenants were responsible to replace them.

Tenants' position:

24. The tenants stated that they do not believe the bulbs were burned out when they vacated the unit. However, they acknowledged that the landlord provided new bulbs at the beginning of the tenancy and that tenants are typically responsible for replacing burned bulbs. While they disputed that the bulbs required replacement, they ultimately agreed to pay for the cost of the replacements, totaling \$20.88.

#8: Liners and painting supplies \$37.66

Landlord's position:

25. The landlord is seeking \$37.66 for liners and painting supplies. She stated that when the tenants moved out, she observed that the shelf liners in the kitchen were missing and in two drawers in the bathroom they were too dirty to be reused and required replacement. The landlord also stated that the oven liner was not replaced, despite this being a requirement set out in the rental agreement.
26. The landlord submitted a receipt showing the purchase of various items, including shelf liners, cloths, painting brushes, and additional supplies (LL#5). She stated that the gloves were necessary and not optional, and that the painting supplies were required as part of addressing the condition of the unit.

Tenants' position:

27. The tenants disputed the landlord's claim. They stated that they did not remove any shelf liners from the cupboards and do not recall seeing or removing liners in the bathroom drawers. They acknowledged that there may have been two liners in the kitchen but stated that they did not remove them. Regarding the oven liner, the tenants stated that they are sure they replaced the stove liner. They stated that if something was overlooked, it was unintentional, and they maintained that they left the apartment clean and removed all their belongings.

28. The tenants disagreed that they are responsible for replacing the shelf liners or any other supplies, and they disputed the entire claim, except for agreeing to pay for one liner, one paintbrush and paint tape in the amount of \$5.75.

#9: Inside shower curtain replacement \$20.67

Landlord's position:

29. The landlord is seeking compensation for the replacement of the inside shower curtain. She stated that at the beginning of the tenancy, she provided both an inside and an outside shower curtain for the unit. It was expected that both curtains would remain in the unit at the end of the tenancy. The landlord stated that the move-out report indicated that the inside shower curtain was missing, and that the tenants signed the report acknowledging this. She further stated that, as an experienced landlord, she always provides both inside and outside shower curtains, and she believes that the tenants removed the inner curtain during the tenancy.

Tenants' position:

30. The tenants strongly disagreed with the landlord's claim. They stated that they never took the inside shower curtain and that only the outside curtain was provided to them at the beginning of the tenancy. They do not accept responsibility for the replacement inside shower curtain.

#10: Wet wipes \$9.74

Landlord's position:

31. The landlord is seeking \$9.74 for the purchase of wet wipes. She stated that these were needed to clean behind the stove, where dirt and debris had accumulated during the tenancy. She submitted photographic evidence (pictures 9 and 14) to show the condition of the area and the necessity for cleaning supplies to address it.

Tenants' position:

32. The tenants acknowledged that dirt behind the stove was left overlooked during their tenancy. They agreed that the landlord required wet wipes to complete the cleaning and accepted responsibility for the cost of \$9.74.

#11: Doorstop \$11.32

Landlord's position:

33. The landlord is seeking \$11.32 for the replacement of doorstops. She stated that, according to photographic evidence (LL#4(1,2)) of the upstairs area, the doorstops were missing.

Additionally, photograph (LL#4(3)), showing the workshop room used by the tenants, indicated that the wall in that area was damaged due to the missing doorstop.

34. The landlord stated that she purchased four replacement doorstops but is claiming compensation for only two. She described these as inexpensive replacements necessary to restore the unit to proper condition.

Tenants' position:

35. The tenants stated that they never removed any doorstops. They further stated that they believed some doors had strings on the back and did not originally have stoppers. They also stated that if doorstops were missing, they did not remove them and did not cause any damage. They dispute the landlord's claim and maintain that all items were left in their original condition.

#12, #13: Flooring replacement and labor costs \$1715.46

Landlord's position:

36. The landlord stated that flooring in one of the rooms was damaged, specifically with multiple circular marks, as documented in the photographic evidence submitted with this claim (LL#4). She stated that there were more than 20 such marks, which could not be removed despite repeated attempts to clean the flooring.
37. The landlord testified that she attempted to remove the marks but was unsuccessful. She further stated that the flooring has already been replaced. In support of her claim, the landlord submitted a quote and receipt for the cost of materials from █████ in the amount of \$754.32, and quote and receipt for the labor to install the flooring in the amount of \$961.14 (LL#5). The landlord stated that the original flooring was hardwood installed in the 1960s, and that it was replaced with vinyl flooring laid over the original hardwood. She submitted that the amounts claimed represent the actual costs for materials and labor required to replace the flooring.
38. The landlord seeks compensation for both the cost of materials and the labor required for the replacement.

Tenants' position:

39. The tenants disputed the landlord's claim, acknowledging that some circular marks were present on the flooring. They stated that the marks were caused by a small compressor with rubber footing, used in the unit, and that the marks were superficial and not actual damage. The tenants acknowledged the existence of the marks but contended that the damage was minor and could have been remedied without the need for replacement.
40. The tenants stated that the flooring could have been cleaned with minimal scrubbing, and that the marks did not require replacement of the flooring. They further disputed that they were responsible for the cost of materials, or the labor associated with the replacement of the flooring.

#14: Doorbell replacement \$25.25

Landlord's position:

41. The landlord is seeking reimbursement for the cost of replacing the doorbell. The landlord stated that the doorbell was broken at the end of the tenancy. She referred to the move-in/move-out report, which had been signed by both the tenants and the landlord and confirmed that the doorbell was in good working condition at the start of the tenancy.
42. The landlord submitted evidence showing that the doorbell was damaged and not functioning at the end of the tenancy (LL#4). She also submitted a receipt for \$25.25, representing the cost of a replacement doorbell installed by an electrician using a cheaper option (LL#5).

Tenants' position:

43. The tenants disputed that they were responsible for the doorbell. They stated that the doorbell had never worked from the beginning and that during their occupancy, visitors were instructed to use text messages instead. They noted that the doorbell was just hanging on the wall, and that they never used it.
44. The tenants stated that they did not cause any damage to the doorbell and therefore should not be held responsible for its replacement. They further noted that they did not inform the landlord about the doorbell because they did not use it.

#15, #17: Carpet cleaning solution \$27.60 and labor costs \$140.00

Landlord's position:

45. The landlord stated that the carpet in the rental unit, particularly at the main entry upstairs, required additional cleaning due to extra dirt and wear beyond normal use. She stated that special cleaning solution was required to remove the accumulated dirt.
46. The landlord submitted evidence of the expense for the special carpet cleaning solution (LL#5) and is seeking reimbursement from the tenants for this cost.
47. The landlord stated that the carpet in the rental unit required additional labor due to accumulated dirt and wear beyond normal use. She is seeking \$140.00 for carpet cleaning labor, in addition to the cost of any special cleaning solution. The landlord asserted that the tenants did not use any protective coverings, and that the carpet required extra effort to clean.

Tenants' position:

48. The tenants disputed the landlord's claim. They stated that the carpet was left in its original condition at the end of the tenancy. They further stated that the entrance to the basement was protected, and that they had placed cardboard to protect the carpet from excessive wear or dirt. The tenants maintain that the carpet did not require special cleaning and that the landlord's claim for reimbursement is not justified.
49. The tenants disputed that they were responsible for the carpet cleaning labor. They stated that the carpet was left in its original condition, with no marks or dirt beyond normal wear. They further stated that:
  - They regularly cleaned the carpet during their tenancy.
  - They placed plastic wrap and cardboard to protect the carpet.
  - They vacuumed the carpet prior to vacating.
  - No footwear was used inside the house.

50. The tenants therefore dispute that the landlord is entitled to reimbursement for the carpet cleaning labor or cleaning solution.

#16: Cleaning \$420.00

Landlord's position:

51. The landlord stated that the rental unit required extensive cleaning following the tenancy, including the stove, kitchen, floors, shower, washer, windows, trims, and other areas. She stated that she personally spent 12 hours cleaning the unit. The landlord submitted photographic evidence to support their claim (LL#4).

52. The landlord is seeking reimbursement for cleaning labor in the amount of \$420.00, calculated based on the \$35.00 per hour.

Tenants' position:

53. The tenants disputed the landlord's claim. They stated that only minor cleaning was required, specifically one area behind the stove, dryer, and washer. They further stated that they had already cleaned trims, windows, and other areas, and that some of the observed damage was due to moisture, not tenant negligence. The tenants agreed to reimburse for two hours of cleaning but disputed the remainder of the claim.

#18: Painting and plastering \$525.00

Landlord's position:

54. The landlord stated that painting and plastering work was required in the rental unit following the tenancy. She stated that the trim on the walls, including three separate trims for eight doors, as well as several walls requiring touch-ups, needed to be repaired.

55. The landlord submitted photographic evidence to show the areas requiring plastering and painting. She claimed that she performed 15 hours of self-labor at a rate of \$35.00 per hour and is seeking reimbursement for the total labor cost.

Tenants' position:

56. The tenants disputed the landlord's claim for 15 hours. They stated that only one area in the master bedroom required plastering and painting and that it would reasonably take approximately 10 minutes to sand and paint, or one hour in total.

57. They further stated that there were no other areas showing dents, paint chips, or other damage, and therefore they should not be responsible for additional labor beyond the master bedroom wall.

**Analysis**

58. 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).*

#1: 3 Gallons of paint \$215.04

59. I accept the landlord's and the tenants' testimonies that the tenants left marks on one wall in the master bedroom, as shown in photograph 17 submitted by the landlord. However, the landlord's claim that multiple walls, trims, and doors required repainting is not supported by sufficient evidence. While the landlord provided photographs and receipts for paint, these do not demonstrate that the additional painting was necessitated by tenant-caused damage. The tenants disputed responsibility for any areas other than the one wall and offered \$25.00 as reasonable compensation.

60. When asked, the landlord stated that the unit was last freshly painted approximately 10 years ago, with some walls and areas receiving touch-ups around 2 years ago. I accept that the landlord could not specify the exact age of the paint and that much of it is estimated to be around ten years old. According to industry standards, the typical lifespan of interior paint is approximately ten years. This indicates that the majority of the paint was already at or near the end of its useful life. Therefore, depreciation must also be considered. The tenants proposed \$25.00 as reasonable compensation for repainting the damaged wall, and I accept this amount as fair and proportionate to the proven damage.

61. Accordingly, the landlord's claim for paint succeeds in the amount of \$25.00.

#2, 3: Painting supplies \$30.45

62. Under Policy 9-3, the landlord must establish that the damage exists, that the tenants are responsible through a willful or negligent act, and the reasonable cost to repair or replace the damaged item(s). In this case, the landlord seeks \$30.45 for painting supplies. The landlord testified that these supplies were purchased specifically for repainting work required due to the tenants' actions. However, the tenants dispute responsibility for these costs, arguing that painting supplies are part of a landlord's normal maintenance obligations and that they should not be charged for basic tools or materials. They also note that they only accepted responsibility for one wall, and these supplies appear to relate to a broader repainting project rather than the damage proven.

63. Considering the evidence and testimony, I find that the landlord has not demonstrated that these supplies were exclusively required to address tenant-caused damage. Painting supplies such as painter's tape and liners are reusable and are not consumed entirely in a single use and can be used for multiple painting projects over time. Therefore, I find that the landlord has not demonstrated that these materials were purchased solely for repairing tenant-caused damage or that they were fully used for this purpose. Given that only one wall was proven damaged as per paragraph 61 of this decision, and these supplies have long-term utility beyond this repair, the landlord's claim for painting supplies does not succeed.

#4, #5, #6: Toilet paper holder replacement and labor \$105.62

64. I accept the landlord's and the tenants' statements, and the evidence submitted, including photographs and receipts. The tenants acknowledged responsibility for the damage and agreed to compensate for both the replacement cost and the labor. The landlord stated that the repair required two hours, which I accept to be reasonable.

65. Under Residential Tenancies Policy 09-3, self-labor is compensable at the applicable minimum wage plus \$8.00 per hour. Using the current minimum wage of \$16.00/hour, the

labor rate is \$24.00/hour. For two hours of work, this amounts to \$48.00. Adding the replacement cost of \$24.14, the total award is \$72.14.

66. Accordingly, I find that the landlord's claim succeeds in the amount of \$72.14.

#7: Closet repair track and light bulb \$20.88

67. I accept that the landlord provided photographic evidence and testified that all light bulbs were new at the start of the tenancy, and tenants are responsible for replacing burned-out bulbs, as well as photographic evidence showing missing and replaced closet track.

68. The tenants acknowledged that the landlord provided new bulbs at the beginning of the tenancy and agreed to be responsible for replacing them and the track. They ultimately agreed to pay the cost of the replacements. Since the claim is reasonable, supported by receipts and photographs, and the tenant's accepted responsibility, I find that the tenants are responsible for the cost of replacement materials in the amount of \$20.88.

69. Accordingly, I find that the landlord's claim succeeds in the amount of \$20.88.

#8: Paint, liners and painting supplies \$37.66

70. Under the Policy 9-3, the landlord must prove that the damage or loss exists, that the tenants are responsible, and the reasonable cost to repair or replace the item. In this case, the landlord seeks \$37.66 for shelf liners and painting supplies, stating that the kitchen and bathroom liners were too dirty to reuse, and that the oven liner was not replaced as required by the rental agreement. A receipt was submitted showing the purchase of various items, including liners and painting brushes.

71. The tenants dispute responsibility for the shelf liners and state they did not remove any liners from the cupboards or bathroom drawers. They acknowledged that there were only two liners in the kitchen and denied that they removed them. They maintain they left the unit clean and dispute the entire claim except for agreeing to pay for oven liner, one paint brush and paint tape of \$5.75.

72. Considering the evidence, the landlord has not demonstrated that the shelf liners were present at the beginning of the tenancy, nor they were missing due to tenant actions. Additionally, I accept the tenants' statement that painting supplies such as brushes are reusable. The landlord's claim for painting was successful for one wall as per paragraph 61 of this decision, and the amount agreed to by the tenants for one paintbrush, oven liner, and paint tape appears reasonable. Since no further evidence supports the remainder of the claim, I find that the landlord's claim succeeds in the amount of \$5.75.

#9: Inside shower curtain replacement \$20.67

73. I accept the landlord's statement that the tenants signed the move-out inspection report, which noted that the inside shower curtain was missing (LL#6). However, under Section 9-3 of the *Policy*, the landlord must prove that the item was present at the beginning of the tenancy. The tenants dispute that the inside curtain was ever provided, and the landlord has not submitted evidence—such as photographs or an initial inspection report—to confirm its presence at the start of the tenancy.

74. Therefore, I find that the landlord has failed to meet the burden of proof required under the *Policy*. The claim for the replacement of inside shower curtain does not succeed.

#10: Wet wipes \$9.74

75. I accept the landlord's statement and photographic evidence showing the dirt behind the stove, as well as the receipt to support the claim. As the tenants acknowledged overlooking the cleaning behind the stove and agreed to pay for the wet wipes, I find the landlord's claim to be successful as requested.

76. The landlord's claim succeeds in the amount of \$9.74.

#11: Doorstop \$11.32

77. I accept the landlord's and the tenants' statements that doorstops were present at the beginning of the tenancy. Although the tenants dispute this, the landlord has demonstrated that the doorstops were missing and damaged at the end of the tenancy as per evidence submitted. I accept the receipt submitted by the landlord showing that they purchased 4 doorstops totaling to \$22.64 and accept that they used 2 for the replacement. Therefore, I find that the tenants are responsible for the replacement of the doorstops, and the landlord's claim succeeds in the amount of \$11.32.

#12, #13: Flooring replacement and labor costs \$1715.46

78. I accept the landlord's evidence that marks were present on the flooring, as documented in the photographic evidence submitted. I also accept the tenants' statement that the marks were caused by a rubber-footed compressor and were potentially removable with additional scrubbing. I accept the landlord's testimony that the landlord attempted to remove the marks without success and that the flooring has been replaced. I also accept that the landlord has submitted evidence of the cost of materials \$754.32 and labor \$961.14 for the replacement. However, in determining the appropriate remedy, I have considered the age and condition of the original flooring. The landlord stated that the hardwood flooring was original from the 1960s, making it approximately 60 years old, and that it was replaced with vinyl flooring, a less expensive material.

79. Taking into account the life expectancy of hardwood flooring, I find that the flooring was likely at the end of its useful life at the time of the tenant's occupancy. While I accept that the tenants' actions were negligent and contributed to the marks, I find it unreasonable to require the tenants to reimburse the landlord for the cost of materials or labor for replacement of flooring that had already reached the end of its life expectancy.

80. Accordingly, the tenants are not responsible for the cost of materials or labor associated with the flooring replacement. The landlord's claim does not succeed.

#14: Doorbell replacement \$25.25

81. The parties presented contradictory statements regarding the condition of the doorbell. However, according to the Policy 9-3, the landlord bears the burden of proving that the tenant was responsible for the damage through negligent or willful actions. I find that the landlord has not established that the tenants were negligent or willful in causing the doorbell damage. It appears more likely that the doorbell became non-functional due to age or normal wear and tear, rather than any action by the tenants.

82. When asked about the age of the doorbell, the landlord stated that it was original to the house, built approximately in the 1960s, indicating that the doorbell was at the end of its expected lifespan at the time of the tenancy. Taking into account the age of the doorbell, the evidence presented, and the lack of proof of tenant negligence, I find that the tenants are not responsible for the cost of replacement.

83. Accordingly, the landlord's claim for the doorbell replacement does not succeed.

#15, #17: Carpet cleaning solution \$27.60 and labor costs \$140.00

84. Under Section 9-3 of the *Policy*, the landlord bears the burden of proving that the condition of the carpet required additional cleaning and that this condition was caused due to tenant's actions. In this case, the landlord has not provided sufficient evidence to establish that the carpet required special cleaning supplies or additional labor. The tenants testified that the carpet was protected during the tenancy, regularly cleaned, and left in its original condition.

85. As the landlord failed to show that the carpet required cleaning, I find that the landlord's claims for the cost of special carpet cleaning solution and additional cleaning labor are not proven. Accordingly, the tenants are not responsible for these costs.

86. The landlord's claim does not succeed.

#16: Cleaning \$420.00

87. Under Section 9-3 of the *Policy*, the landlord must show that the cleaning was required due to tenant actions. The landlord claimed 12 hours of cleaning at \$420.00, but the tenants disputed this, admitting only minor cleaning behind the stove, dryer, and washer, and agreed to reimburse \$100.00 for two hours of work. The landlord provided insufficient evidence that 12 hours were necessary. Photos show some areas needing cleaning but do not justify the claimed time. I accept the tenants' acknowledgment and find two hours reasonable to perform the cleaning in the areas in question. At the Tribunal's rate of \$24.00 per hour (minimum wage plus \$8.00), the landlord is entitled to \$48.00 for cleaning labor.

88. Therefore, I find that the landlord's claim for cleaning succeeds in the amount of \$48.00 for cleaning labor.

#18: Painting and plastering \$525.00

89. I accept that some painting and plastering work was required due to tenants' damage in the master bedroom wall, as determined in this decision. However, I find that the landlord's claim for 15 hours of self-labor is excessive and unsupported by evidence. The tenants agreed to pay for one hour of self-labor. Therefore, I must determine a reasonable amount of time for the landlord to perform plastering and painting of one wall. Considering the scope of work, I find that two hours of self-labor is reasonable to complete this task.

90. According to the *Policy*, reimbursement for self-labor is calculated at minimum wage plus \$8.00 per hour. Applying this rate for two hours, I find that the landlord's claim succeeds in the amount of \$48.00.

**Decision**

91. The landlord's claim for compensation paid for damages succeeds in the amount of \$240.83.

**Issue #2: Refund of the Security Deposit \$1275.00**  
**Security Deposit to be applied against any monies owed \$1275.00**

**Analysis**

92. 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).

93. The landlord's claim for losses has been successful as per paragraphs 91 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 in 2023 was 0%, the annual interest in 2024-2025 is 1%.

**Decision**

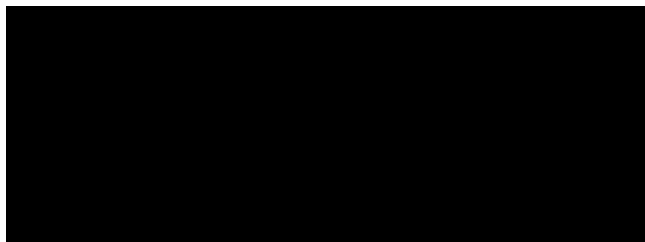
94. Security deposit plus interest of \$1299.59 to be applied against monies owed.

**Summary of Decision**

95. The landlord shall retain \$240.83 from the Security Deposit to compensate for the damages.
96. The landlord shall refund remaining amount of Security Deposit of \$1058.76 to the tenants.

January 12, 2026

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office