

Residential Tenancies Tribunal

Application 2025-0906-NL and 2025-1077-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-December-2025 at 9:02 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, also attended via teleconference.

Procedural History

4. All parties acknowledged they were properly served.

Issues before the Tribunal

5. Should the landlords' claim for compensation 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 landlords claim \$3196.13 in compensation for damages divided amongst 13 items. Each item will be dealt with separately below. 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.

9. When considering claims for the replacement of missing or damaged items, depreciation must be considered. The purpose of this tribunal is compensatory, i.e., to restore parties to where they would be had the other party not breached the *Act* or the rental agreement. Depreciation prevents awards from exceeding this amount. Depreciation is applied by multiplying the cost of replacement or repair by the expected remaining years in the item's lifespan and dividing by the expected total lifespan of such an item. Therefore, if an item is past its maximum lifespan, no compensation can be awarded.
10. First, the landlords claim \$288.00 in compensation for labour required to clean the premises, as they say the tenant left it in an unclean state. They named ten particular items requiring cleaning: the kitchen, the stairs to the kitchen, the bedroom, the windowsills, the living room window, the bathtub, the downstairs carpet, the utility room, the downstairs molding, and the downstairs walls.
11. Photos of the kitchen can be seen on page 20 of LL#1. These photos show white splatters on the wall that the tenant insists are paint chips and the landlords suggest are hardened pancake batter. They also show other orange and brown spots that have the appearance of dirt or food waste. The kitchen cabinets can be seen on page 21 of LL#1 and appear dirty. Page 18 of LL#1 shows some of the glass on the inside of the fridge that clearly has significant dirt caked onto it, and the following page shows more dirt and dust in the kitchen. LL#1 page 18 shows the white banisters with significant brown spots. Even zooming in, it is difficult to tell whether these were caused by dirty or discolouration from the aging and flaking paint. Paint can be seen staining the bedroom carpet in LL#1 page 17. LL#1 page 15 shows duct tape residue and paint on the windowsills. LL#1 page 14 shows some paint flecks on the bathtub. Stains and dirt can be seen on the downstairs carpet on page 13 of LL#1. No documentary evidence was identified as pertaining to the utility room. Dirt on the downstairs molding and walls can be seen on LL#1 pages 12, 13 and 21.
12. With the exception of the alleged pancake batter/paint chips identified above, the tenant did not provide any evidence to refute the landlords' claims regarding the premises being in an unclean state. She did not, for instance, claim to have cleaned the unit immediately prior to vacating. Instead, she continuously deflected to the issue of painting, claiming that the unit's condition was due to its aging paint, which she would have replaced had the landlords supplied her with paint as requested. She also admits to causing some damage with the paint she had herself which dripped onto the upstairs carpet, as she says that she is not a professional painter and may have made some mistakes. She also admitted to leaving the duct tape residue and some paint on the windows.
13. The issue of whether the premises was left in a clean or unclean condition is not affected by the state of the paint, save for the fact that it is possible to mistake dirt for discoloured paint and vice versa. Statutory condition 2 from s. 10 of the *Act* obliges the tenant to keep the premises clean. Returning the premises in an unclean state falls short of that duty and is therefore a negligent act, absent exceptional circumstances. This places the issue of cleanliness somewhat apart from the concept of "wear and tear;" it is not a defense to say that the dirt built up over normal use. To put it another way, normal use includes cleaning.

14. Considering the evidence in its totality, I accept that the tenant left the premises in an unclean state and that remedying this took 12 hours. By policy, self-labour is compensable at the rate of \$8.00/hour + minimum wage, or \$24.00/hour. This portion of the landlord's claim succeeds in the amount of \$288.00.
15. Second, the landlord claims \$60.00 in compensation for damages to the moulding on the stairs. LL#1 page 25 shows that each of the steps is capped in a piece of moulding - possibly laminate or vinyl - that has a crack running through it. The tenant denies doing anything to the stairs beyond normal use. The landlords testified that the stairs had been installed prior to when they acquired the property in 2004.
16. Given that the moulding is of an age that's unknown but more than twenty years, I am not prepared to find that this damage was likely caused by a wilful or negligent act of the tenant. It is at least equally likely that they have simply worn out.
17. Third, the landlords claim \$48.99 for cost of repairing the ceiling above the kitchen. They testified that after the tenant vacated, they found a grease stain on the ceiling. LL#1 page 9 shows the ceiling, and zooming in allows me to see some discolouration, though it is difficult to make out. The tenant argues that this discolouration has been caused by the age of the paint. Her explanation is plausible, and I am unable to make out fine detail. This portion of the landlords' claim fails.
18. Fourth, the landlords claim \$98.98 for the cost of materials to repair the wall in the living room. No receipts or other documentary evidence was provided to show the cost of the materials, so this portion of the landlords' claim fails.
19. Fifth, the landlords claim \$72.00 for the cost of labour to remove garbage inside. This garbage can be seen on page 23 of LL#1. The tenant disputes that all this material was garbage. Nevertheless, it was left on the premises and the landlords needed to spend time gathering and disposing of it. I accept that this took three hours. This portion of the landlords' claim succeeds in the amount of \$72.00.
20. Sixth, the landlords claim \$156.40 for the cost of labour to remove garbage from the exterior of the premises. LL#1 pages 27-28 and 30-32 show a number of items left outside including children's toys, Christmas lights, packaging, and other miscellaneous items. Some of it is quite bulky and would require significant time to remove. I accept that this took 6 hours. This portion of the landlords' claim succeeds in the amount of \$144.00.
21. Seventh, the landlords claim \$94.22 for the cost of waste disposal. This represents 3 hours at the self-labour rate for the time of transport and \$22.32 for wear and tear on their vehicle and fuel. The distance between the rental premises and the nearest waste disposal site is approximately 12 km and takes approximately twenty minutes each way, plus time to actually be weighed and unload the waste. I estimate disposal of the waste would take about 2.5 hours. Multiplying the total distance by the basic rate used by the Newfoundland and Labrador government to compensate employees who use their private vehicles on employer business for the appropriate time period results in a total of \$27.99. This portion of the landlords' claim succeeds in the amount of \$87.99.

22. Eighth, the landlords claim \$24.80 for the cost of travel to the rental premises. This is considered part of the cost of doing business and is not compensable. This portion of the landlords' claim fails.
23. Ninth the landlords claim \$328.00 for the cost of replacing two damaged light fixtures. LL#1 page 9 shows one missing fixture and one missing three shades. LL#1 page 9 also shows the cost of replacing both fixtures would be \$425.49 after tax. The tenant suggested the missing fixtures was in the cupboard in the bathroom. She admitted that one of the shades for the other fixture was broken, claimed a second was stored in the premises, and a third was in her possession so she could find replacement shades. A tenant can avoid an award of damages against them by making repairs, but they must do so before they vacate. They certainly cannot appropriate items from the premises in the hope of restoring them months later. The tenant suggested the appropriate remedy would be awarding damages for the shades, not the entire fixture. I would normally agree. However, some searching showed no results for shades for this particular unit, which may no longer be produced. The tenant provided no evidence that the shades could be replaced. I accept that the landlords have no option to replace the fixture.
24. Regarding the other light fixture, with the tenant says was left on the premises, the landlords claim no knowledge of it. The landlords say it is not there. They have provided as much documentary evidence as possible to support their claim (showing the missing fixture). The tenant claims it is there. She provides no documentary to support her testimony. Considering the evidence on a balance of probabilities, I find the landlords' testimony more likely. This portion of the landlords' claim succeeds in the amount of \$328.00.
25. Tenth, the landlords claim \$198.00 for the cost of replacing the damaged sliding screen door. Screen doors have a limited life expectancy, so depreciation must be considered. The International Association of Certified Home Inspectors have resources for estimated life expectancy and, while their focus is on the United States, the information is nevertheless useful to consider in conjunction with local conditions. Their general assessment is that exterior screen doors last approximately 30 years.¹ However, their Florida-specific assessment suggests screen doors last only about ten years.² This is due to the combined effects of saltwater, wind, sun, and heat. While the sun and heat in Florida are obviously not present in Newfoundland and Labrador, we nevertheless remain a coastal region with significant wind. The effects of snow on items like screen doors should also not be underestimated. I therefore prefer the 10-year estimate.
26. The screen door has exceeded the maximum expected lifespan. As per our policies on depreciation, it is therefore not compensable.
27. Eleventh, the landlords claim \$32.74 for the cost of repairing damaged siding. The damaged siding can be seen in LL#1 page 29. LL#1 page 33 shows the cost of the replacement materials will be \$32.74. The tenant admits fault for the damaged siding but claims that the landlords have already relieved her of financial responsibility. Parties agree that she told the landlords she had damaged the siding and they agreed she would take some siding from the shed to replace the siding on the damaged house. The

¹ <https://www.nachi.org/life-expectancy.htm>

² <https://www.nachi.org/florida-life-expectancy.htm>

landlord submits that she was also expected to replace the damaged siding on the shed, though it need not be colour matched. The tenant submits that this was not part of the agreement. The tenant suggests that her text message record (T#1 page 17) is evidence of the landlords' dishonesty in this regard. In this screenshot, she states "The siding on the shed is previously agreed on" and the landlord replies "No it wasn't. You would have had to replace the siding." She suggests this means the landlord denied there was ever an agreement of any sort. I do not agree. It is obvious in context ("You would have had to") that the landlord means he is maintaining that she did not complete her side of the agreement, which is consistent with their current position. In any case, the tenant did not provide any record of a conversation where the landlord gave up their right to recover for these damages.

28. This portion of the landlords' claim succeeds in the amount of \$32.74.
29. Twelfth, the landlords claim \$794.00 for the cost of replacing damaged carpet. The landlords suggest that, as Berber carpet, this has an expected lifespan of approximately 20 years. While I agree that Berber carpet is more durable than other forms of carpet, I find 12.5 years is a more reasonable estimate of the average expected lifespan. This carpet is past its expected lifespan and is therefore not compensable.
30. Thirteenth, the landlords claim \$1000.00 for general inconvenience to represent stress and the loss of money on the sale of the house, citing an unsworn letter from the real estate agent stating that the property has been "worn down" by the current tenants. In regard to the claim for stress and disruption, this tribunal does not have the jurisdiction to make awards for pain and suffering. It awards money only in exchange for demonstrable financial loss. In regard to the claim that the tenant's use of the property prevented sale, I do not have sufficient evidence to make this conclusion. Certainly, the property was subject to considerable wear and tear and needed to be updated in several respects. Besides that, there was no evidence that a sale would have occurred but for the condition of the property. This portion of the landlord's claim fails.
31. The tenant suggested the landlords claim for damages was made too late, as it had to be made within ten days of her vacating the premises. She is mistaken. S. 42(1) of the *Act* states that an application may be made to the director within one year of termination of the rental agreement.

Decision

32. The landlords' claim for damages succeeds in the amount of \$952.73.

Issue 2: Security Deposit

33. The tenant suggested the landlords were too late to make a claim against the damage deposit as they had not done so until more than ten days after she vacated the premises. Again, she is mistaken. S. 14(9) to (11) read as follows:

(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. S. 14(9) states that the landlord shall return the security deposit to the tenant within ten days of vacating unless the landlord has a claim for all or part of the security deposit. As can be seen, the landlords in this case had a claim. The tenant subsequently made a claim for the return of the deposit as per s. 14(10)(b). According to her affidavit of service, she served this on the landlords on 11-November-2025. As per s. 14(11), they then had 10 days from 11-November-2025 to make an application to the director. According to our records, their application was received on 13-November-2025. They therefore comply with the time limit requirements.
35. The landlords are owed moneys and may therefore apply the security deposit against the sum owed. The security deposit was \$575.00 received sometime before 1-April-2015.
36. S. 14(7) 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 an interest rate of 0% for the years 2015-2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$11.17.

Decision

37. The landlords may apply the security deposit and interest, valued at \$586.17, against moneys owed.

Summary of Decision

38. The landlords were successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
39. The tenant shall pay to the landlords \$386.56 as follows:

Damages.....	\$952.73
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(586.17)

Total.....\$386.56

31-December-2025
Date


Seren Cahill
Residential Tenancies Office