

Residential Tenancies Tribunal

Application 2025-0915-NL
Counter application 2025-0953-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 8-December-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED] and [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
4. [REDACTED] attended the hearing as interpreter.

Preliminary Matters

5. The tenant submitted an affidavit with their application stating that they served the landlord with the notice of hearing electronically via e-mail on 7-October-2025. The landlord confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via e-mail on 23-October-2025 (LL#1). The tenant 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.
7. There was a written fixed-term rental agreement commencing on 7-November-2024 and ending on 31-August-2025. The tenant vacated the premises on 31-August-2025. Rent was \$1300.00 per month due on 1st of each month. The security deposit of \$975.00 was collected on 5-November-2024 and is still in the landlord's possession.

Issues before the Tribunal

8. The tenant is seeking:
 - Refund of Security Deposit \$975.00

9. The landlord is seeking:
 - Compensations paid for Damages \$1530.00
 - Security Deposit to be applied against any monies owed \$975.00.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. 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 \$1530.00

Relevant Submission

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

1	compensation to new tenants as late repairs	\$ 100
2	cleaning fee	\$ 402.50
3	repairs for walls paint, bedroom door	\$ 977.50
4	garbage removal	\$ 50

#1: Compensation for the delay paid to new tenants \$100.00

Landlord's position:

13. The landlord is seeking \$100.00 in compensation for a fee they paid to the new tenants for the delay in move in. The landlord stated that when the tenant vacated the rental unit on 31-August, the unit was not cleaned and was left in a condition that did not meet the expected standards. He explained that new tenants were scheduled to move in on 1-September, but because the unit required additional cleaning and garbage removal, the premises were not ready for occupancy.
14. The landlord stated that it took approximately three days to clean the unit and remove the garbage left behind by the tenant. The landlord submitted a video of a move-out inspection to support their claim (LL#2). He testified that he obtained cleaning services to complete the work and submitted supporting documentation, including a copy of the communication with the new tenants and proof of sent moneys (LL#3).

Tenants' position:

15. The tenant disputed the landlord's claim and stated that she is not responsible for compensating the \$100.00 fee to the new tenants. She asserted that she left the unit in better condition than it was at the beginning of her tenancy.

#2: Cleaning \$402.50

Landlord's position:

16. The landlord is seeking \$402.50 for cleaning costs. The landlord stated that professional cleaning was required after the tenant vacated the unit and that all areas listed in the cleaning description needed to be addressed as per receipt showing that the cleaning was performed (LL#3). The landlord further explained that he provided both a move-in video (LL#4) and a move-out video (LL#2) to show the condition of the unit at the beginning and end of the tenancy. He also stated that the [REDACTED] had been assisting the tenant with moving and cleaning.

Tenants' position:

17. The tenant stated that when she first viewed the rental unit, it was in poor condition. She explained that the unit was not clean and contained old, broken furniture. The tenant testified that she informed her housing officer with the [REDACTED] about the condition of the premises and indicated that she did not want to move in because the unit was not in a satisfactory state.
18. According to the tenant, her housing officer advised her that this unit was essentially her last available option and encouraged her to accept it. She further stated that the housing officer contacted the landlord and requested that the unit be cleaned prior to the start of her tenancy. However, the tenant explained that when she took possession of the rental unit at the beginning of the tenancy, the unit had not been cleaned, despite the earlier request.
19. The tenant testified that she submitted photographic evidence to show the condition of the unit at the time she moved in (TT#2). She stated that she had to perform cleaning herself because the landlord had not done so. The tenant further stated that when she vacated the rental unit at the end of her tenancy, she cleaned the premises and left the unit in a better condition than when she received it. As a result, she disputes responsibility for the cleaning costs claimed by the landlord.

#3: Compensation for the repairs, labor, and materials \$977.50.

Landlord's position:

20. The landlord is seeking \$977.50 for labor and materials related to repairs carried out after the tenant vacated the rental unit. The landlord stated that he submitted a receipt supporting the amount claimed (LL#3). According to the receipt and his testimony, the work included repairing damaged walls, plastering, and painting the hallway. He stated that the existing color needed to be matched, and approximately three gallons of paint were used. The landlord further explained that the work also required the removal and reinstallation of the stair handrail to allow for proper finishing. In addition, garbage left in the hallway had to be removed during the maintenance period.
21. The landlord testified that he was present when the tenant moved into the unit and observed the walls being scratched and damaged in the hallway as furniture was being brought inside. The landlord also stated that one of the interior doors had become loose and required repair, which he believes occurred during the tenancy. The repair to this door is included in the total amount claimed.
22. The landlord maintained that the full cost of the labor, materials, and related repairs amounted to \$977.50, and he is seeking reimbursement for this amount.

Tenants' position:

23. The tenant disputed the landlord's claim for \$977.50 in repair costs. She stated that she did not cause any damage to the unit during the tenancy. The tenant testified that there were no scratches made to the walls and that any damage referred to by the landlord was already present prior to her moving into the rental unit. She stated that she submitted evidence to support her position, including photographs and videos showing the condition of the walls at the start of the tenancy (TT#2). The tenant also denied causing any damage to the interior door, stating that the door was not loose and that she is not responsible for any repairs related to it.

#4: Garbage removal \$50.00

24. At this point in the hearing, the landlord became disconnected from the teleconference. As only one item remained on the damage's ledger, I proceeded with the hearing based on the tenant's statement regarding the final issue. I advised that I would accept the landlord's written submission on the remaining item, as he was not present to provide testimony during the hearing.

Landlord's position:

25. The landlord is seeking \$50.00 for the removal of garbage left at the unit after the tenant vacated. The landlord submitted a copy of communication with a third party indicating that this amount shall be paid for garbage removal (LL#5) as per the video evidence submitted (LL#5). As the landlord was disconnected from the teleconference before this item could be addressed, the case officer informed him that he may submit a written statement regarding this issue. In his correspondence, the landlord stated that he had nothing further to add beyond the documentation already submitted.

Tenants' position:

26. The tenant disputed responsibility for the \$50.00 charge. She stated that she vacated the unit on a Sunday and explained that regular garbage collection at the property is scheduled on Mondays. She testified that she gathered the garbage on Sunday and acknowledged that she left some items outside the unit for collection the following day. She further stated that she left a chair outside the unit temporarily and had asked her brother to pick it up, which he did approximately one hour later on the same day.

27. The tenant testified that the only items left inside the unit were a chocolate bar in the refrigerator and a towel in the washroom, both of which she stated were left by accident. She said that she contacted the landlord and asked whether she could return to retrieve these items, but she did not receive a response. Based on this, the tenant stated that she does not believe she is responsible for the \$50.00 garbage removal charge.

Analysis

28. 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: Compensation for the delay paid to new tenants \$100.00

29. I accept the landlord's statement that compensation was paid to the new tenants. However, after reviewing the screenshots provided by the landlord, I find that the landlord failed to provide sufficient and clear evidence showing that the \$100.00 payment was related to the delay in occupancy, as it seems like the money offered to the new tenants was for missing blinds rather than a fee for late move-in. Therefore, I find that the landlord has not proven this claim, and the tenant shall not be held responsible for reimbursing the \$100.00.
30. The landlord's claim for compensation for the delay paid to new tenants does not succeed.

#2: Cleaning \$402.50

31. I accept that the testimonies of the landlord and the tenant were contradictory. The landlord submitted receipts showing that cleaning was performed after the tenancy ended. However, the landlord bears the burden of proving that the cleaning was required due to the tenant's actions or negligence. While the landlord provided move-in and move-out videos, these were of poor quality and did not clearly establish the condition of the unit or demonstrate that an extensive cleaning of 10 hours was necessary.
32. Conversely, the tenant provided photographic and videographic evidence showing the condition of the unit at the start of the tenancy and testified that the premises were not clean when she moved in. It is evident that the oven, stove, microwave, floors, and other areas, such as the carpet, were in an unclean condition at the beginning of the tenancy. I accept that the tenant's testimony and evidence were consistent and credible, and she indicated that she had to clean the unit herself upon taking possession. This is supported by her photographic evidence and her communication with the landlord at the beginning of the tenancy. The tenant also stated that she left the unit in better condition than when she received it.
33. Additionally, tenants are generally not responsible for deep cleaning tasks such as washing walls. The invoice submitted by the landlord includes deep cleaning of the walls and other similar services. However, the landlord has not provided sufficient evidence to show that such work was required due to the tenant's actions or neglect. Therefore, I find that the tenant is not responsible for the cost of deep cleaning the walls.
34. Tenants are required to leave the unit in the same condition as when they received it, subject to reasonable wear and tear. Based on the evidence, I find that the landlord has not provided sufficient evidence to substantiate the claim in full. However, I accept that some cleaning was required in specific areas of the unit, including the kitchen—such as cabinets, fridge, and removal of some garbage. While the landlord's claim for extensive cleaning costs is not supported, I find that a reasonable amount of cleaning was necessary. Therefore, I allow 2 hours of cleaning at \$35.00 per hour, totaling \$70.00, which I find fair and reasonable under the circumstances.
35. The landlord's claim for cleaning succeeds in the amount of \$70.00.

#3: Compensation for the repairs, labor, and materials \$977.50.

36. The landlord submitted a receipt showing that repairs were carried out after the tenancy ended, including plastering, painting, however nothing was mentioned about repairing an interior door, as per the landlord's statement. I find that the landlord failed to provide evidence regarding damaged interior doors. While this demonstrates that work was

performed and costs were incurred, the landlord bears the burden of proving that the damage requiring these repairs was caused by the tenant and was beyond normal wear and tear.

37. Upon reviewing the evidence - during the move-in inspection, the landlord acknowledged that there were several scratches and dents on the walls around the unit. The landlord failed to provide the information when the unit was last time freshly painted. These pre-existing conditions should not be the responsibility of the tenant. The tenant also provided photographic evidence showing that these scratches and marks were present at the beginning of the tenancy. I also accept the tenant's testimony that the interior door was not loose during her occupancy, as the landlord failed to provide sufficient evidence to prove their claim.

38. Although the landlord testified that damage to the walls at the entrance area occurred during the move-in process when he personally was present at the premises, his statement on the move-out video was that this marks occurred during tenant's move out. I find these statements inconsistent, therefore this contradiction, combined with the tenant's credible evidence that the walls were already damaged upon move in, makes it unclear whether the damage to the walls in the entrance area occurred during the tenancy or was pre-existing. Based on the evidence, I find that the landlord has failed to provide sufficient proof that the tenant caused the damage requiring extensive repairs.

39. Therefore, the landlord's claim for repairs does not succeed.

#4: Garbage removal \$50.00

40. I accept the evidence provided by the landlord - a screenshot of communication regarding garbage removal and claimed \$50.00 for this expense. However, no proof of payment was provided. I accept the landlord's video evidence showing that some garbage was left outside the unit, including a garbage bin, one blue recycling bag, a small bag, and a sofa/chair. I also accept that the landlord provided a screenshot of communication about garbage removal.

41. Conversely, I accept the tenant's testimony that regular garbage collection was scheduled for Mondays and that she vacated on Sunday. The tenant explained that the chair was removed by her family member on the same day, and the remaining items were ordinary household garbage awaiting scheduled collection. Based on this, I find that the garbage left behind was not extensive, and the landlord failed to explain why the items could not have been collected by city services the following day instead of hiring a private person.

42. Therefore, the landlord's claim for garbage removal does not succeed.

Decision

43. The landlord's claim for compensation paid for damages succeeds in the amount of \$70.00.

Issue #2: Refund of the Security Deposit \$975.00

Security Deposit to be applied against any monies owed \$975.00

Analysis

44. 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).
45. The landlord's claim for losses has been successful as per paragraph 43 of this decision 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 in 2024-2025 is 1%.

Decision

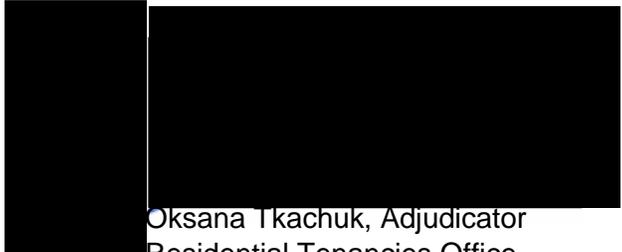
46. Security deposit plus interest of \$985.68 to be applied against monies owed.

Summary of Decision

47. The landlord shall retain \$70.00 from the Security Deposit to compensate for the damages.
48. The landlord shall refund remaining amount of Security Deposit of \$915.68 to the tenant.

January 13, 2026

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office