

Residential Tenancies Tribunal

Application 2025-0922-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:56 p.m. on 12-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 18-October-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 1-January-2023. The tenant vacated the unit on 14-August-2025. Rent was \$1600.00 per month, due on the first day of each month. A security deposit of \$1125.00 was paid on 16-December-2022 and is in the landlord’s possession.
6. The landlord amended the application to increase rent paid from \$2922.58 as per the application to \$4275.00 to include the month of September and to decrease the amount sought for inconvenience from \$5133.62 to \$2656.20.

Issues before the Tribunal

7. The landlord is seeking:
 - Rent paid \$4275.00
 - Late fees \$75.00
 - Compensation paid for damages \$12,637.20
 - Compensation paid for Inconvenience \$2656.20
 - Security deposit applied against monies owed \$1125.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision are the following Sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision are the following Sections of the *Residential Tenancies Policy Manual*: Section 9-3: Compensation for damages to rental premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

Issue # 1: Rent paid \$4275.00

Relevant Submission

10. The landlord testified that rent is outstanding in the amount of \$4275.00 for the months of July, August and September and he is seeking rent to be paid in full. The landlord submitted a copy of a rental ledger to support the claim (LL#2). See breakdown of rental ledger below:

Jun 1, 2025	Invoice #1a55 Due 2025-06-01	\$1,600.00	\$475.00
Jun 2, 2025	Payment made for Invoice #1a61	(\$1,000.00)	(\$525.00)
Jul 1, 2025	Invoice #1a57 Due 2025-07-01	\$1,600.00	\$1,075.00
Aug 1, 2025	Invoice #1a59 Due 2025-08-01	\$1,600.00	\$2,675.00
Sep 1, 2025	Invoice #1a61 Due 2025-09-01	\$1,600.00	\$4,275.00

Landlord's and Tenant's Positions

11. The landlord testified that the tenant vacated the unit on 14-August-2025 with an outstanding rental balance of \$2922.58 up to that date and he stated that he amended his application to seek rent to be paid up to the end of September in the amount of \$4275.00 as he was unable to re-rent the unit until 1-October.
12. The tenant did not dispute that rent is outstanding and she confirmed that her last payment of \$1000.00 was sent to the landlord on 2-June-2025. The tenant did however dispute that she should be responsible for any rent payments after 14-August as she was forced to vacate the property.

Analysis

13. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of a residential premises. The tenant did not dispute that she owed rent up to 14-August-2025. As for the period after that date, I asked the landlord if he made every effort to mitigate his losses and he responded that he did and he stated that due to damages to the unit, which consisted of replacing flooring and painting the entire unit, he was unable to secure a new tenant until 1-

October-2025. As the tenant is responsible for some of the damages as analyzed further in the decision, I find that she shall be responsible for a portion of the loss of rental income. The question is how much. I do not accept the landlord's testimony that he was unable to have the unit ready to re-rent prior to the beginning of October and as it has been determined in paragraph 24 below that the landlord is responsible for a portion of the damages to the flooring, I find that it is reasonable to hold the tenant responsible for an extra month of rental income from the time she vacated the unit. The rental ledger is amended to show outstanding rent up to 15-September-2025. See breakdown of rental ledger below:

Rental Ledger 2025-0922NL			
Date	Action	Amount	Total
May 31, 2025	Balance		-\$1,125.00
June 1, 2025	Rent due	\$1,600.00	\$475.00
June 2, 2025	Payment	-\$1,000.00	-\$525.00
July 1, 2025	Rent due	\$1,600.00	\$1,075.00
August 1, 2025	Rent due	\$1,600.00	\$2,675.00
September 1-15, 2025	Rent due (15 days)	\$789.00	\$3,464.00

Daily rent: $\$1600 \times 12 = \19200 per mth
 $\$19,200 / 365$ days = $\$52.60$ per day

14. I find that the tenant is responsible for outstanding rent and the loss of rental income for the period of 1-July to 15-September in the amount of \$3464.00.

Decision

15. The landlord's claim for rent paid succeeds in the amount of \$3464.00.

Issue # 2: Late Fees \$75.00

Landlord's and Tenant's Positions

16. The landlord is seeking the maximum late fee charge of \$75.00. The tenant did not dispute the landlord's claim for late fee charges.

Analysis

17. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

18. *Residential Tenancies Policy 12-1; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF* states:

Late payment fee:

A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.

19. As the tenant did not dispute late fee charges and in accordance with Section 15 of the *Act* and Section 12-1 of the *Policy* as stated above, I find that the tenant is responsible for the maximum late fee charge of 75.00.

Decision

20. The landlords claim for late fees succeeds in the amount of \$75.00

Issue # 3: Compensation paid for Damages \$12,637.20

Relevant Submission

21. The landlord testified that there were damages to the unit that needed to be repaired / replaced, and he is seeking \$12,637.20 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See breakdown of damages ledger below:

Damages Ledger 2025-0922-NL		
Damages / losses	Amount	Total
Damaged flooring	\$4,773.15	\$4,773.15
Carpet removal & replacement	\$1,077.63	\$5,850.78
Damage to refriderator doors	\$2,141.42	\$7,992.20
Missing patio screen door	\$258.75	\$8,250.95
Paint & plaster	\$4,200.00	\$12,450.95
Vanity door replacement	\$186.25	\$12,637.20

Landlord's and Tenant's Positions

22. The landlord testified that there were damages to the unit which required immediate attention, and the tenant disputed most of the claims. Both the landlord and the tenant's position on each item is as follows:

Item # 1: Damaged flooring (\$4773.15) – The landlord testified that the laminate flooring in the main living area, hallway upstairs and the downstairs rec room was damaged due to dog urine and feces causing a significant amount of swelling to certain areas of the flooring and he stated that the odor of dog urine was strong throughout the entire unit. The landlord testified that the downstairs rec room had the most significant intrusion of urine and a presence of dog feces in various areas. The landlord added that he was unaware of the presence of an animal in the unit and that the rental agreement was clear with regards to no pets permitted. The landlord is seeking \$4773.15 to cover the cost of materials and labor to remove the flooring and install new flooring. The landlord submitted photographs and a video of both the flooring and the subfloor (LL#4) and a copy of a receipt from [REDACTED] to support the claim (LL#5).

The tenant did not dispute that there was some bubbling to the laminate flooring, however she disputed that she was responsible for the damage, and she stated that her dog never urinated inside the unit during the tenancy. The tenant testified that there was a buildup of moisture in the unit due to a non-functioning HVAC system which stemmed back to May 2024. The tenant made reference to the photographs submitted by the landlord which showed urine and feces on the floors, and she stated that the dog had no choice as he was barred inside the unit after she was forced to vacate waiting to be rescued by [REDACTED].

Item # 2: Carpet removal & replacement (\$1077.63) - The landlord amended the amount sought for carpet removal and replacement from \$1077.63 as per the damage ledger to \$996.00. The landlord testified that the carpet on both sets of stairs in the unit was destroyed due to dog urine stains and urine odor. The landlord also testified that the carpet was torn and frayed in sections located in the corners of some of the steps. The landlord stated that it cost him \$996.00 to replace the carpet and he is seeking to be reimbursed in full. The landlord submitted photographs of the damaged carpet (LL#6) and a copy of a receipt from [REDACTED] to support the claim (LL#7).

The tenant did not dispute that there was some fraying in the corners of the top 2 steps of the stairs, however she disputed that she was responsible for the damage, and she stated that the carpet was in the same condition when she vacated the unit as it was at the commencement of the tenancy. The tenant also disputed that her dog urinated on the carpets during the tenancy.

Item # 3: Damage to refrigerator doors (\$2141.42) - The landlord testified that the refrigerator has a moderate size dent on both doors and either the doors will have to be replaced, or the refrigerator will have to be replaced, whichever costs less. The landlord stated that he received a quote to have the doors replaced in the amount of \$2141.42 which exceeds the cost of \$899.00 that he paid for the refrigerator new in the spring of 2022. The landlord submitted a photograph of the dent in the top freezer door and a video which shows the dent in the bottom door (LL#8) and a copy of a quote from *PartSelect* to support the claim (LL#9).

The tenant disputed that she caused any damage to the refrigerator doors, and she stated that the dents were not present in the doors at the time she vacated the unit.

Item # 4: Missing patio screen door (\$258.75) - The landlord testified that the sliding screen door to the patio is missing, and he stated that he received a verbal quote to replace the sliding door in the amount of \$258.75. The landlord submitted a photograph of the patio doors showing that the screen was not present to support the claim (LL#10).

The tenant disputed the landlord's claim that the sliding screen door to the patio was missing, and she stated that she cannot recall noticing that it was missing.

Item # 5: Paint & plaster (\$4200.00) - The landlord testified that the entire unit needed to be painted with some areas requiring repair work due to physical damage, and he testified that there was a film on the ceilings and the walls indicative of persons having smoked and vaped in the unit over time. The landlord testified that the work is completed, and he is seeking to be reimbursed for the cost of materials and labor in the amount of \$4200.00. The landlord submitted photographs and a video of the unit (LL#11) and a copy of an invoice from [REDACTED] to support the claim (LL#12).

The tenant disputed the landlord's claim to repair and paint the walls and she testified that she nor any other person ever smoked or vaped in the unit during the tenancy.

Item # 6: Vanity door replacement (\$186.25) - The landlord testified that the bathroom vanity door was cracked in half and needed to be replaced, and he is seeking \$186.25 to cover the cost to replace the vanity door. The landlord submitted a photograph of the damaged vanity door (LL#13).

The tenant disputed that she caused any damage to the bathroom vanity door, and she stated that the door was not damaged at the time she vacated the unit.

Analysis

23. 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, through a willful or negligent act;*
 - *The value to repair or replace the damaged item(s)*
24. Based on the testimony of both the landlord and the tenant and based on the exhibits entered into evidence, each item is analyzed as follows.

Item # 1: Damaged flooring (\$4773.15) – With regards to the HVAC system, I asked the landlord if the HVAC system was non-functioning in the unit, and he responded that it was, and he added that a HVAC system is not a requirement for a home built in 1994. I asked the landlord if he repaired the HVAC or provided a dehumidifier to the tenant when she had advised him months before about the buildup of moisture in the unit, and he responded that he did not. Research shows that a full HVAC system was not a mandatory national requirement for a home built in Canada in 1994, but a heating system and mechanical ventilation were required. Research also shows that once a system is non-functioning, there will be a significant increase in moisture (humidity) in a unit because the air conditioning process is a primary method of extracting humidity from indoor air. When the system malfunctions, it loses its ability to dehumidify effectively, leading to a variety of moisture-related issues. I accept that the landlord was made aware that the HVAC system was non-functioning and that there was a moisture problem within the unit, and I accept that the moisture in the unit would cause swelling in laminate flooring.

With regards to the dog urine and feces present on and down through the laminate and onto the subfloor and in accordance with Section 9-3 of the *Policy* as stated above, I accept the landlord's testimony that there was a strong odor of dog urine throughout the unit, and I accept the exhibits entered into evidence which shows circular wet spots on the subfloor in various areas. I accept the tenant's testimony that most if not all of the damage caused by the dog occurred after she was forced to vacate the unit; however, the fact remains that the tenant contravened the rental agreement by bringing an animal into the unit and leaving the animal there once she vacated. I find that the landlord was able to show that the damage exists, and he was able to show that the tenant was negligent in causing some of the damage to the flooring. The landlord was also able to show the cost to replace the laminate flooring. I find that as it is possible that some of the bubbling to the laminate flooring could have been caused due to the non-functioning HVAC system and some of the damage was caused by the tenant's dog. It is fair and equitable to split the cost to replace the laminate flooring between both parties once depreciation has been applied.

I asked the landlord the age of the laminate flooring and he responded that it was new in November 2021. Section 9-5 of the *Policy*: Depreciation and life expectancy of property states that laminate flooring has a life span of approximately 20 years and as the flooring was almost 4 years old, there is approximately 80% of the floorings life cycle remaining. Based on the invoice entered into evidence the amount sought for flooring also consist of the cost to purchase, paint and install bi-fold closet doors and a receipt shows that \$300.00 should be deducted from the invoice to reflex the true cost of flooring. This leaves a balance of \$4473.15 for the cost to replace the laminate flooring.

I find that the tenant is responsible for the cost to replace the damaged laminate flooring in the main living area, hallway upstairs and the downstairs rec room in the amount of \$1789.26 ($\$4473.15 \times 80\% / 2$).

Item # 2: Carpet removal & replacement (\$1077.63) – The landlord amended the amount sought for carpet removal and replacement from \$1077.63 as per the damage ledger to \$996.00. Based on the testimony of the landlord and the exhibits entered into evidence and 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, and he was able to show that the tenant was negligent in causing the damage. The landlord was also able to show the cost to replace the carpet. I do not accept the tenant's testimony that the carpet was in the same condition as when she took possession.

I asked the landlord the age of the carpet and he responded that it was installed in January 2022. Section 9-5 of the *Policy*: Depreciation and life expectancy of property states that carpet has a life span of approximately 10 years and as the carpet was just over 2.5 years old, there is approximately 75% of the carpets' life cycle remaining. I find that the tenant is responsible for the cost to replace the carpet in the amount of \$747.00 (\$996.00 x 75%).

Item # 3: Damage to refrigerator doors (\$2141.42) –I asked the landlord if it was possible that anyone had access to the unit from the time the tenant vacated on the 14-August to when he inspected the unit the following day and he responded absolutely not. I do not accept the testimony of the tenant that the dents in the refrigerator doors were not present when she vacated the unit. Based on the testimony of the landlord and the exhibits entered into evidence and 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, and he was able to show that the tenant was negligent in causing the damage. The landlord was also able to show the cost to replace the refrigerator doors.

I asked the landlord the age of the refrigerator and he responded that it was purchased new in the Spring of 2022. Research shows that a new refrigerator matching the model numbers provided for the door's costs \$1086.75 (research taken from www.homedepot.ca). Section 9-5 of the *Policy*: Depreciation and life expectancy of property states that refrigerators have a life span of approximately 13 years and as the refrigerator was just over 3.5 years old, there is approximately 73% of the refrigerator's life cycle remaining. I find that the tenant is responsible for the cost to replace the refrigerator as it is more economical to do so in the amount of \$793.33 (\$1086.75 x 73%)

Item # 4: Missing patio screen door (\$258.75) - I do not accept the testimony of the tenant that she was unaware that the sliding screen door was missing. Based on the testimony of the landlord and the exhibit entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the door was missing, however he was unable to show the cost to replace the screen door. Research shows that the cost of most patio screen doors exceeds the amount the landlord is seeking, thus I will accept his quote to be a fair and equitable.

I asked the landlord the age of the patio screen door and he responded that it was purchased new in November 2021. Section 9-5 of the *Policy*: Depreciation and life expectancy of property states that exterior screen doors have a life span of approximately 40 years and as the door was just under 4 years old, there is approximately 90% of the screen door's life cycle remaining. I find that the tenant is responsible for the cost to replace the patio screen door in the amount of \$232.88 (\$258.75 x 90%).

Item # 5: Paint & plaster (\$4200.00) - Based on the testimony of the landlord and the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the unit needed repair work and needed to be painted. The landlord was also able to show the cost to have the work

completed. I asked the landlord when the last time the unit was painted, and he responded that the unit was freshly painted just prior to the commencement of the tenancy in 2023.

Section 9-5 of the *Policy*: Depreciation and life expectancy of property states that interior paint last approximately 15 years and as the paint is 3.5 years old, there is approximately 77% of the paint's life cycle remaining. I find that the tenant is responsible for the cost to paint and plaster the unit in the amount of \$3234.00 (\$4200.00 x 77%).

Item # 6: Vanity door replacement (\$186.25) - I do not accept the testimony of the tenant that she was unaware that the bathroom vanity door was damaged. Based on the testimony of the landlord and the exhibit entered into evidence and 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, and he was able to show that the tenant was negligent in causing the damage. The landlord was unable to show the cost to replace the vanity door, however it is not unreasonable to expect that a vanity door would cost \$186.25.

I asked the landlord the age of the vanity and he responded that the vanity was most likely replaced around 2010. Section 9-5 of the *Policy*: Depreciation and life expectancy of property states that vanity doors can last a lifetime. I find that the tenant is responsible for the full cost to replace the bathroom vanity door in the amount of \$186.25.

Decision

25. The landlord's claim for compensation paid for damages succeeds in the amount of \$6982.72.

Issue # 4: Compensation paid for Inconvenience \$2656.20

Relevant Submission

26. The landlord amended the inconvenience ledger from \$5133.62 to \$2656.20 to omit payment for loss of rental income as it was dealt with in issue # 1 above. The landlord testified that he was inconvenienced as a result of the damages to the unit, and he is seeking \$2656.20 to cover the cost. The landlord submitted a copy of an inconvenience ledger to support the claim (LL#14). See breakdown of inconvenience ledger below:

Inconvenience Ledger 2025-0922-NL		
Damages / losses	Amount	Total
Loss of rent	\$2,477.42	\$2,477.42
Hearing expenses	\$20.00	\$2,497.42
Cleaning cost	\$241.50	\$2,738.92
Office of High Sheriff fees	\$280.25	\$3,019.17
Storage fees	\$1,475.45	\$4,494.62
Packing supplies	\$164.00	\$4,658.62
Self-labor costs	\$475.00	\$5,133.62

Landlord's and Tenant's Positions

27. The landlord testified that he was inconvenienced due to the damages to the unit caused by the tenant and due to the tenant's personal belongings left in the unit including a dog and he is seeking to be reimbursed for the cost to remove and store the tenant's personal belongings including the removal of a vehicle and to clean the unit. The tenant

disputed the landlord's claims for inconveniences. Both the landlord and the tenant's position on each item is as follows:

Item # 1: Loss of rent (\$2477.42) – This item was dealt with in Issue # 1 above.

Item # 2: Hearing expenses (\$20.00) – The landlord paid an application fee of \$20.00 to *Residential Tenancies* and he is seeking to be reimbursed for the cost. The landlord submitted a copy of the receipt to support the claim (LL#15). The tenant did not dispute the landlord's claim for hearing expenses.

Item # 3: Cleaning costs (\$241.50) - The landlord testified that the unit needed a deep cleaning as the tenant's dog was left at the premises with no access to the outside leaving a strong odor of dog urine / feces in the unit. The landlord is seeking \$241.50 to cover the cost to have a professional cleaner complete the work and he submitted a copy of a walk-through video (LL#16) and an invoice from [REDACTED] to support the claim (LL#17).

Item # 4: Office of High Sheriff fees (\$280.25) – The landlord is seeking to be reimbursed for *Office of the Hight Sheriff* fees as per a previous successful application for vacant possession.

Item # 5: Storage fees (\$1475.45) - The landlord testified that he hired a mobile storage facility to drop off a bin so he could remove the tenant's personal belongings from the unit, place the items into the bin and have it picked up by the mobile storage company to be delivered to a safe storage area. The landlord also testified that he had a vehicle belonging to the tenant removed from the premises. The landlord testified that the total storage fees including all services provided equated to \$1475.45 and he is seeking to be reimbursed for his cost. The landlord submitted a copy of a receipt from [REDACTED] and [REDACTED] to support the claim (LL#18).

The tenant disputed that she should be responsible for any storage fees as she was willing to pick up her belongings and was not afforded the opportunity to do so. The tenant testified that she was removed from the unit by the *Office of the Hight Sherriff*, and she was unable to take all her personal belongings with her at that time. The tenant stated that she was unable to move her vehicle as there was a flat tire on the vehicle, making the vehicle inoperable. In addition, the tenant testified that the landlord forbade her from returning to the unit for 30 days and threatened to call the *Police* if she returned. The tenant stated that she would have picked up her belongings if the landlord had allowed for to return to the unit. The tenant testified that she reached out to the landlord several times before he responded and he advised her that her personal belongings including her vehicle were in storage, and she would have to pay to retrieve them. The tenant stated that she was and still is unable to afford the high storage fees.

Item # 6: Packing supplies (\$164.00) - The landlord testified that he had to purchase packing supplies including totes and large garbage bags to pack up the tenant's personal belongings and he is seeking to be reimbursed in the amount of \$164.00 to cover the cost. The landlord submitted a copy of receipts from [REDACTED] to support the claim (LL#19).

Item # 7: Self-labor costs (\$475.00) - The landlord testified that it took him 19-20 hours of self-labor to pack up all the tenant's personal belongs and he is seeing \$475.00 to cover the cost of his time.

Analysis

28. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

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

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

29. In accordance with Section 47 of the *Act* as stated above, an Order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their inconveniences when renting units to tenants or dealing with tenancy issues. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. I find that the items listed on the landlord's inconvenience ledger should have been identified as damages / losses and shall be analyzed as such. Each item is analyzed as follows:

Item # 1: Loss of rent (\$2477.42) - This item was dealt with in Issue # 1 above.

Item # 2: Hearing expenses (\$20.00) – In accordance with Section 12-1 of the *Policy*: recovery of costs, filing fees may be claimable costs. As the landlord's claim has been mostly successful, I find that the tenant is responsible for the hearing expenses in the amount of \$20.00.

Item # 3: Cleaning costs (\$241.50) – Based on the landlord's testimony and the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that the unit needed a deep clean and he was able to show that the tenant was negligent in leaving the unit in a poor state of cleanliness. The landlord was also able to show the cost to clean the unit and for those reasons, I find that the tenant is responsible for the cost of cleaning in the amount of \$241.50.

Item # 4: Office of High Sheriff fees (\$280.25) – This cost was dealt with in a previous Order and shall not be analyzed for the purpose of this decision.

Item # 5: Storage fees (\$1475.45) – I asked the landlord which date he retained the services of the mobile storage company, and he responded that he contacted them on the 15 or 16-August and the bin got delivered to the premises on the evening of the 17-August and was taken away to the storage unit on the 25-August. I asked the landlord if he told the tenant that she could not return to the unit for 30 days and he responded that he did. I asked the landlord if he contacted the tenant before he incurred any storage costs to see if she was willing to come and pick up her personal belongings including her vehicle and he responded that he did not.

I accept the tenant's testimony that she was not afforded the opportunity to pick up her personal belongings and I also agree with the tenant that the high storage costs could have been avoided. In accordance with Section 32 (3) of the *Act*: Abandoned Property, the landlord had an obligation at the earliest reasonable opportunity to provide the *Director* with an inventory of the property; and provide the tenant with a copy of the inventory and he failed to do so. I find that the landlord did not follow proper protocol with regards to how he handled the abandoned personal property, and I find that the storage fees could have

been avoided and as such, I find that the tenant is not responsible for the storage fees incurred by the landlord.

Item # 6: Packing supplies (\$164.00) – Based on the decision in item # 5 above, I find that the tenant is not responsible for the cost of packing supplies.

Item # 7: Self-labor costs (\$475.00) - Based on the decision in item # 5 above, I find that the tenant is not responsible for the landlord's time to pack up her personal belongings.

Decision

30. The landlord's claim for additional damages paid succeeds in the amount of \$261.50.

Issue # 5: Security deposit applied against monies owed \$1125.00

Analysis

31. 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).*

32. The landlord's claim for losses has been successful as per paragraphs 15, 20, 25 and 30 above, and as such I find that the landlord's claim to have the security deposit applied against monies owed succeeds. 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 2023 was 0% and is currently 1% for 2024-2025.

Decision

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

Summary of Decision

34. The tenant shall pay the landlord \$9637.23 as follows:

Rent paid	\$3464.00
Late fees	75.00
Compensation for damages	6982.72
Comp for additional damages	261.50
Less: security deposit & interest.....	1145.99
 Total	 \$9637.23

December 8, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office