

Residential Tenancies Tribunal

Application 2025-0923-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:06 a.m. on 29-October-2025.
2. The applicant [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically on 9-October-2025 (LL#1). The tenant confirmed receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There was a fixed-term rental agreement which commenced on 1-March-2025 until 31-August-2025, however the tenant resided in the unit since mid-March. The tenant vacated the unit on 31-July-2025. Rent was \$1600.00 per month due on 1st of each month. A security deposit of \$1200.00 was collected on 5-February-2025 and portion of approximately \$387.00 is still in the landlord’s possession.
6. An Order 2025-0704-NL was already issued awarding the tenant the remaining portion of the Security Deposit. Therefore, the disposition of Security Deposit shall not be dealt in this decision.
7. The landlord amended their application to include hearing expenses of \$20.00.

Issues before the Tribunal

8. The landlord is seeking:
 - Compensation paid for damages \$379.16;
 - Compensation paid for inconvenience \$200.00
 - Late fees \$7.00
 - Hearing expenses \$20.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy 2-4: Deposits, Payments and Fees*, Section 9-3: Compensation for Damages to Rental Premises, Section 12-1: Costs.

Issue # 1: Compensation paid for Damages \$379.16.

Relevant submissions:

11. The landlord is seeking compensations paid for damages as per damages ledger (LL#2), see copy below:

Extensive Cleaning: 6 hrs x \$40 = \$240
Cleaning Supplies: \$57.78
2 Lamp shades: \$40
HST: \$36
\$378.78 plus interest = Total: \$379.16

#1: extensive cleaning \$240.00 and HST \$36.00.

Landlord's Position:

12. The landlord is seeking \$240.00 for extensive cleaning. She stated that she cleaned the unit herself, including the bathroom and kitchen, and that the cleaning process took approximately six hours. The landlord specified that she had to clean inside the kitchen cabinets and other areas throughout the unit, as they were left in an unclean condition. The landlord submitted photographic evidence to show the condition of the unit prior the tenancy (LL#3) and after the tenant vacated (LL#4) to support their claim. The landlord explained that she has a cleaning business and therefore pays HST.

Tenant's Position:

13. The tenant agreed that the unit was a bit dirty, acknowledging that it was "probably like that." The tenant also admitted that he did not clean the oven and cabinets prior to vacating. However, he stated that at the time he vacated there was no noticeable smell in the bathroom. He added that any odor in the unit was likely caused by moisture rather than lack of cleaning and therefore disputes responsibility for the full cleaning costs claimed by the landlord.

#2: cleaning supplies \$57.78.

Landlord's Position:

14. The landlord is seeking compensation for cleaning supplies, stating that she purchased specialized cleaners required for the floors and the oven in order to restore the unit to an acceptable condition.

Tenant's Position:

15. The tenant disputed the total amount claimed by the landlord but agrees that some cleaning supplies were necessary for the oven and kitchen cabinets. He believes that the reasonable cost for such supplies should be approximately \$15–\$20 for a bottle of cleaner.

#3: 2 lamp shades \$40.00.

Landlord's Position:

16. The landlord is seeking \$40.00 for the replacement of two damaged lampshades and submitted photographic evidence to support her claim. The landlord stated that she purchased lampshades from marketplace.

Tenant's Position:

17. The tenant acknowledged the damage to the two lampshades and did not dispute the landlord's evidence. He stated that he had not noticed the damage prior to vacating but, after reviewing the photographs provided by the landlord, he agreed to pay \$40.00 for the cost of replacement.

Analysis

18. 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: extensive cleaning \$240.00 and HST \$36.00

19. I accept the landlord's and the tenant's testimony that the unit required cleaning after the tenant vacated. I also accept the landlord's statement that the cleaning required approximately six hours due to the smell and overall condition of the premises. Based on the evidence provided, I find that the landlord was able to show that cleaning was necessary and that six hours was a reasonable amount of time for the work completed.

20. However, as the landlord failed to provide sufficient evidence to show that she is a business owner or to substantiate the hourly rate of \$40.00 plus HST, I find that, in accordance with the *Residential Tenancies Act*, compensation for self-labor shall be calculated at minimum wage plus \$8.00 per hour, totaling \$24.00 per hour. Therefore, the landlord's claim for cleaning succeeds in the amount of \$144.00.

#2: Cleaning supplies \$57.78

21. I accept the landlord's and the tenant's statements that cleaning supplies were required. However, as the landlord failed to provide sufficient evidence, such as receipts or proof of purchase for the cleaning supplies, I find the tenant's proposed amount of \$20.00 to be reasonable. Therefore, the landlord's claim for cleaning supplies succeeds in the amount of \$20.00.

#3: 2 lamp shades \$40.00.

22. I accept the landlord's statement and evidence showing that damage to the lampshades occurred, and I also accept the tenant's acknowledgment that the damage happened during the tenancy. As the tenant expressed willingness to pay \$40.00 toward their replacement, I find this amount to be reasonable. Therefore, the landlord's claim for the damaged lampshades succeeds in the amount of \$40.00.

Decision

23. The landlords' claim for compensation paid for damages succeeds in the amount of \$204.00.

Issue # 2: Compensation paid for inconvenience \$200.00

Landlord's Position:

24. The landlord is seeking \$200.00 as compensation for the inconvenience caused after the tenant vacated the unit. She stated that she required extensive time to clean the apartment prior to the arrival of a new tenant who was scheduled to move in on 1-August. The landlord indicated that she returned \$50.00 to the new tenant due to the delay and inconvenience.

25. She further stated that she operates a cleaning business for [REDACTED] properties and lost an income of \$149.00 as a result of the additional time spent cleaning the unit after the tenant vacated. The landlord testified that she had previously asked the tenant to ensure the unit would be left in a clean condition, as agreed between them.

Tenant's Position:

26. The tenant disputed the landlord's claim for compensation. He stated that he vacated the unit on 29-July and believed he had notified the landlord on the same date. However, after reviewing his text messages, the tenant acknowledged that he had actually sent the notice at 8:39 a.m. on 31-July, to which the landlord replied at 9:42 a.m. the same day.

Analysis

27. According to the Section 47 (h) of the *Act*, this Tribunal does not have the authority to award compensation to a landlord for inconvenience. Furthermore, the landlord failed to provide sufficient evidence to show that these expenses had resulted from the tenant's actions.

Decision

28. The landlord's claim for compensation paid for inconvenience does not succeed.

Issue #3: Late fees \$7.00.

Landlord's Position:

29. The landlord is seeking late fees for the month of July. She stated that on 1-July, the tenant requested to pay the rent later than usual and subsequently asked to leave the unit earlier than the end of the term. The landlord testified that she tried to accommodate the tenant's requests regarding both the late rent payment and the early move-out.

Tenant's Position:

30. The tenant acknowledged that he paid the July rent on 3-July, confirming that it was paid two days after the due date.

Analysis

31. *Residential Tenancies Policy 2-4; Deposits, Payments and Fees* states:

Late payment fee:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

32. I accept the landlord's and the tenant's statement that rent for the month of July was paid on 3-July, therefore, I find that the late fees of \$7.00 are allowed.

Decision

33. The landlord's claim for late fees succeeds in the amount of \$7.00.

Issue #4: Hearing expenses \$20.00.

Relevant Submission

34. The landlord paid \$20.00 for the application fee is seeking reimbursement. The landlord submitted a copy of the receipts to support the claim (LL#5).

Analysis

35. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, as the landlord's claim was successful as per paragraphs 23 and 33, the landlord will be awarded with \$20.00.

Decision

36. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

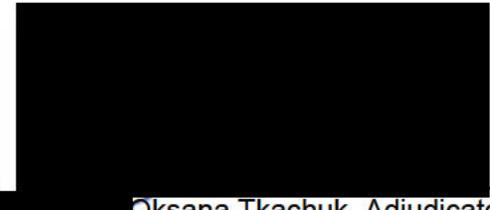
37. The landlord's claim for compensation paid for inconvenience does not succeed.

38. The tenant shall pay the landlord \$231.00 as follows:

Compensation paid for damages	\$204.00
Late fees	\$7.00
Hearing expenses	\$20.00
Total	\$231.00

November 10, 2025

Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office