

Residential Tenancies Tribunal

Application 2025-0931-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 5-November-2025 at 9:02 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended by teleconference.
3. The respondents, [REDACTED], [REDACTED], and [REDACTED], hereinafter referred to as the tenants, also attended via teleconference.

Preliminary Matters

4. The tenants acknowledged that they were properly served.

Issues before the Tribunal

5. Should the landlord's claim 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 landlord claims \$3359.20 in compensation for damages divided amongst 9 items. Each item will be dealt with 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. The landlord claims \$2688.13 for the first seven items in combination. This represents 42.5 hours labour performed by the maintenance staff of the landlord at a rate of \$55.00/hour, plus 15% HST. No further breakdown was provided on how much labour each of the seven items required. The HST charge suggests the work was performed by contractors rather than employees, but no invoice was provided.
10. As part 1 of their claim, the landlord claims compensation for moisture and grease damage to ceilings throughout the premises, excepting only the living room. LL#3-LL#5 show the clean ceilings at the time the tenants move in. LL#10-LL#13 show the damage to the ceiling. There are apparent grease stains and flaked paint characteristic of water damage. The landlord submits that this is the result of damage caused by the tenant's failure to adequately operate the heat and dehumidifiers.
11. The tenants admit that being from India, they were initially not aware of the necessity of maintaining minimum levels of heat and using dehumidifiers to prevent moisture damage here in Newfoundland, where humidity is a constant issue. They testified however that shortly into the tenancy a previous employee of the landlord visited and explained the importance of this to them, and that since then they have operated the appliances as instructed. They submit that the water damage to the ceilings was a result of a leak in the roof.
12. The landlord agrees that the leak in the roof leading to the living room existed and was not caused by the tenants but maintains that their assessment confirmed that the damage to the ceilings in rooms other than the living room was not caused by this leak. I do not know how they reached this conclusion.
13. Considering the evidence in its totality, I find that the landlord has not established on a balance of probabilities that the tenants wilfully or negligently caused the water damage to the ceilings. I find it just as likely, if not more, that the damage was a result of the leak. Obviously, water dripping through a hole in the roof disrupts the normal airflow and adds extra moisture to the premises. It is reasonable to suggest this could cause water damage that proper humidifier and heating use were not able to compensate for, even if the water did not directly leak from the roof to the ceilings of other rooms. This portion of the landlord's claim fails.
14. As part 2, the landlord claims compensation for damage to the door sweep. This is the door to the main foyer. It can be seen on page 1 of LL#10, which shows the door sweep has been effectively destroyed. The landlord testified that the door sweep was previously replaced in November of 2024, and provided an invoice (LL#15) showing the same. The landlord submits that this is evidence the damage goes beyond normal wear and tear.
15. The tenants testify that the damage to the door sweep was from normal usage. I agree with the landlord. Weather stripping to a main entry door should last several years, about 2-3. As covered below, the tenants agreed that they caused some damage to the walls. The evidence provided by the landlord, particularly LL#11 and LL#13 pages 2 and 3, which show holes at the height and size of a doorknob directly above doorstoppers and a damaged door, suggest one or more of the tenants or a person they allowed on the premises have treated the doors roughly. It is reasonable to infer that the front door may have weathered similar treatment, which I find to be the likely cause of the damage to

the door sweep. The invoice provided shows the cost of the labour of the previous replacement was \$63.25, which inflation adjusts to \$64.74 today. Accounting for depreciation, this portion of the landlord's claim succeeds in the amount of $\$64.74 \times (1.5 \text{ years} / 2.5 \text{ years}) = \38.84 .

16. The tenants admit responsibility for parts 3-7 of the landlord's claim. These include the holes mentioned in paragraph 15 above as well as the removal of garbage and abandoned items. These can be seen in LL#16 page 28. I conservatively estimate these tasks would take about ten hours to complete. In the absence of an invoice, this tribunal can only offer the self-labour rate, which is minimum wage+\$8.00/hour, or \$24.00/hour. This portion of the landlord's claims succeeds in the amount of \$240.00.
17. Part 8 of the landlord's claim is \$420.00 for cleaning which they say was required after the tenant's moved out. Photos of areas needing some cleaning is included in LL#11-LL#14, particularly the baseboards and windows. LL#17 shows that the cleaning cost \$420.00. This portion of the landlord's claim succeeds in the amount of \$420.00.
18. Finally, part 9 of the landlord's claim is \$251.07 for supplies required for the above repairs. LL#18-LL#21 are receipts for supplies totaling \$251.07. As far as I can discern, none of the supplies would be used exclusively for the ceiling repairs. This portion of the landlord's claim succeeds in the amount of \$251.07.
19. The landlord's claim for compensation for damages succeeds in the amount of \$949.91.

Issue 3: Security Deposit

20. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In this case, the security deposit was \$1050.00 received on 4-October-2024.
21. S. 14(7) of the *Act* 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 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 \$11.47.

Decision

22. The landlord's claim for compensation for damages succeeds in the amount of \$709.91.
23. The landlord may apply the security deposit and interest, valued at \$1061.47, against moneys owed.
24. The landlord was successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case, they seek the \$20.00 application fee as well as \$40.00 for commissioner of oath fees, for which an e-transfer receipt was provided. These are both granted.

Summary of Decision

25. The landlord shall pay to the tenants \$51.56 as follows:

Security Deposit.....	\$1061.47
Less Damages.....	-\$949.91
Less Hearing Expenses.....	-\$60.00
Total.....	\$51.56

18-November-2025
Date


Seren Cahill
Residential Tenancies Office