

Residential Tenancies Tribunal

Application 2025-0980-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:17 a.m. on 2-December-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the Rules of the Supreme Court, 1986. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as they have been properly served.
5. The landlords submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mails on 20-November-2025 (LL#1,2). The landlords provided proof of emails sent on that date as well as an email showing that one of the tenants changed their email address (LL#3). In accordance with the Residential Tenancies Act, 2018 this is good service. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.
6. There was a written fixed-term rental agreement commencing on 8-November-2024, and ending on 31-May-2025, after which the tenancy converted to a month-to-month arrangement; when the landlords purchased the property in November-2024, the tenants were already residing in the unit. The tenants vacated the premises on 31-October-2025. Rent was \$1900.00 per month due on 1st of each month. According to the landlord’s knowledge, the security deposit of \$950.00 was collected by previous owner on 11-June-2024 and transferred to the landlords in November-2024 and is still in the landlord’s possession.

7. The landlords amended their application to include hearing expenses of \$121.70.

Issues before the Tribunal

8. The landlords are seeking:

- Rent paid \$4900.00;
- Compensations paid for Damages \$5264.60
- Hearing expenses \$121.70;
- Security Deposit to be applied against any monies owed \$950.00.

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 Act, 2018*: Section 14: Security Deposit, and following sections of the *Residential Tenancies Policy, 2-4*; Deposits, Payments and Fees Section 6-3: Mitigation on Abandonment of Residential Premises and Section 12-1: Costs.

Issue # 1: Rent paid \$4900.00

Relevant submission:

11. The landlords submitted the rental ledger to support their claim, see copy below:

June	2025	1900	29-Jun	1000	
			3-Jul	600	
			17-Jul	600	
July	2025	1900	31-Jul	1600	
Aug	2025	1900	27-Aug	800	
Sept	2025	1900		No payment	
Oct	2025	1900		No payment	

Landlord's Position:

12. The landlords explained that, due to the tenants' financial difficulties, they allowed the rent to be paid in several installments. After several months of making rent payments in multiple installments, the landlords issued a standard termination notice to the tenants. At that time, the tenants had made only one payment of \$800.00 in August, and failed to pay rent for September and October, and vacated the premises on 31-October-2025 in accordance with the termination notice. The landlords noted that the tenants provided different explanations for the non-payment of rent at that time. The landlords are seeking rent to be paid in full for the period during which the tenants resided in the unit.

Analysis

13. I accept the landlords' testimony as the tenants were not present or represented during the hearing to provide testimony. Therefore, I accept the landlords' statement that rent was not paid in full in August and was never paid in September and October.
14. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
15. Therefore, I find that the tenants are responsible for the rent owing during the period they resided in the premises, consisting of the remaining \$1100.00 for August, plus the full rent of \$1900.00 for September and \$1900.00 for October, for a total of \$4900.00

Decision

16. The landlord's claim for rent succeeds in the amount of \$4900.00.

Issue # 2: Compensation paid for damages \$5264.60.

Relevant Submission

17. The landlords are seeking compensation for damages to the rental unit. The landlords submitted explanation and photographic evidence on each item (LL#4) to support their claim as per the damages ledger, see copy below:

1	5cm x 5cm hole in bathroom wall	\$ 70.00
2	Oven Tray door was damaged that it won't close	\$ 15.00
3	Towel Hanger in the toilet is missing	\$ 39.09
4	Bi-Fold Door Repair Kit(for broken closet doors)	\$ 14.99
5	White Bi-Fold Door Top Pivot	\$ 11.59
6	Toilet flush system was broken and water was leaking.	\$ 70.00
7	Drywall damaged, baseboard heater hanging loose.	\$ 70.00
8	Broken Baseboard heater in 1 bedroom	\$ 70.00
9	Broken Closet Doors in 2 Bedrooms	\$ 60.00
10	Front Door replacement(Initial Estimate)	\$ 3,500.00
11	Multiple deep scratches on the wooden floor laminate	\$ 50.00
12	Multiple nail holes on every wall	\$ 30.00
13	Unreported roof leak caused shed damage and mold	\$ 750.00
14	Missing TV Mount	\$ 80.00
15	Missing de-humidifier	\$ 275.00
16	Drywall broken,dented and damaged in 1 bedroom	\$ 50.00
17	Fridge Crisper Drawer broken and to be replaced	\$ 108.93

The landlords' explained that the handyman charges \$50.00 per hour for labor, their position on each item is as follows:

#1 Hole in bathroom wall \$70.00

18. The landlords stated that a hole measuring approximately 5 x 5 cm was left in one of the walls and submitted photographic evidence to support this claim (LL#4 (1)). The landlords explained that when they purchased the house, the unit was in perfect condition. They also stated that approximately ten days before the tenants vacated the unit, the property manager entered the premises to conduct a walkthrough with prospective tenants, and at that time the unit was very clean and no damage was observed.

19. Based on this, the landlords believe that the tenants caused the damage shortly before vacating and believe that the damage was intentional. They stated that the cost of repair is \$70.00, which is a quote provided by the handyman who works with a renovation company. They noted that the quoted amount includes all necessary supplies, as the handyman has access to materials, that the wall damage requires application of a special spray material, followed by plastering and painting to properly repair the hole.

#2 Oven tray doors damaged \$15.00

20. The landlords also stated that the oven tray door was damaged, and they are seeking \$15.00 for the cost of labor to repair it. They explained that when the property manager conducted a walkthrough of the entire house with prospective tenants, and at that time this damage was not present.

21. However, after the tenants vacated the unit, the landlords discovered that the oven tray door had been damaged and displaced, and they were unable to push it back into place. They stated that the handyman required tools, including a hammer, to force the tray door back into position. The landlords believe that this damage was willfully caused by the tenants shortly before vacating. They stated that the \$15.00 represents the labor cost quoted by the handyman for completing this repair. The landlords submitted photographic evidence showing the condition of the oven tray door (LL#4 (2)).

#3 Towel hanger missing \$39.09

22. The landlords are also seeking compensation for a broken towel hanger. They stated that this damage occurred in front of the property manager, explaining that the tenant hung onto the towel hanger with force, causing it to break and resulting in damage to the wall behind it. The landlords submitted a receipt to support the cost of replacement, as well as a video showing the damage (LL#4 (3) LL#5,6).

#4,#5, #9 Broken closet doors in two bedrooms and supplies \$86.58

23. The landlords are also seeking compensation for damage to the closet doors in two bedrooms – one door was damaged, and another door was left on the side of the wall. They stated that a bifold door repair kit, costing \$14.99, was required to repair the damage (LL#4(4)). They further stated that the top pivot piece, costing \$11.59, was missing from the closet door, making the door inoperable. They submitted photographic and videographic evidence showing the condition of the doors (LL#7), as well as receipts supporting the cost of the replacement parts (LL#4(5,9)). The landlords stated that the handyman provided them with quote of \$60.00 for labor and explained that it took him several hours to complete the task. The landlords explained that this issue arose in the final days before the tenants vacated the unit and that the damage had not been present during the walkthrough conducted approximately ten days prior.

#6 Toilet flush system broken \$70.00

24. The landlords are also seeking \$70.00 for labor to repair the toilet flush mechanism. They stated that on the day the tenants vacated the unit, the property manager noticed that something appeared to be wrong with the toilet (LL#4(6)). After flushing, the tank would fill, but a continuous leaking noise could be heard. The landlords stated that this issue had never been reported by the tenants and that the toilet had been in good working condition prior to move-out. The landlords believe that the tenants willfully caused the issue or failed

to report a problem that developed during the tenancy. They stated that the amount of \$70.00 reflects the labor cost charged by the handyman to repair the toilet.

#7 Drywall damage \$70.00

25. The landlords are also seeking compensation for damage to the drywall located behind the baseboard heater (LL#4(7)). They stated that this section of drywall was hanging loose when the tenants vacated the unit. According to the landlords, this damage was not present when they purchased the house, nor was it present when the property manager conducted a walkthrough. The landlords believe that the damage occurred due to force, suggesting it may have been kicked. They stated that, in their view, the condition indicates willful damage caused by the tenants.

#8 Broken baseboard heater \$70.00

26. The landlords are also seeking \$70.00 for the labor cost to repair the baseboard heater. They stated that the heater had been functioning properly, but upon the tenants vacating the unit, they discovered that it was damaged and no longer working. The landlords submitted photographic evidence showing the damaged part and stated that they believe the damage is the responsibility of the tenants (LL#4(8)). They explained that the amount of \$70.00 represents the handyman's labor charge to complete the repair.

#10 Front door replacement \$3500.00

27. The landlords are seeking \$3500.00 for the replacement of the exterior door. They stated that the door was of high quality, in perfect condition and shape prior to the tenants vacating. They submitted photographic evidence showing dents and damage on the exterior side of the door (LL#8(1)). The landlords believe this damage occurred during the move-out process, possibly while the tenants were moving furniture. The landlords also submitted video evidence showing the condition of the door without damages on 23-October-2025 (LL#9).
28. They stated that the tenants should be held responsible for the damage because, if the landlords decide to sell the property in the future, a new owner will likely require the door to be replaced, resulting in a significant cost. The landlords also explained that the property manager took measurements of the door and consulted a specialized supplier. The final quotes for the new Entrance door and Door installation charges are a total of \$4,534.45 (LL#10). They noted that the door includes decorative glass, contributing to its higher value.

#11 Deep scratches on the flooring \$50.00

29. The landlords are seeking \$50.00 for repairs to scratches on the wooden and laminate flooring. They stated that there are approximately seven deep scratches, which they believe were caused by furniture during the tenancy, as these scratches were not present when they purchased the property (LL#4(11)).
30. The landlords explained that the handyman can attempt to repair the scratches using specialized wax and tools; however, this method will not fully restore the flooring and will provide only a temporary solution. Photographic evidence of the scratches was submitted to support the claim (LL#11), and the amount requested represents the labor and materials needed for the attempted repair.

#12 Nail holes on the walls \$30.00

31. The landlords are seeking \$30.00 to cover expenses for repairing several holes left in the hallway, living room, and bedrooms. They stated that this damage occurred during the tenancy, noting that when they purchased the property, pieces of art, decorations, and clocks were already hanging on the walls. They believe the tenants caused these holes while mounting items during their tenancy. The landlords submitted photographic evidence to support their claim (LL#4(12)) and stated that the requested amount represents the cost to repair the holes.

#13 Unreported roof leak \$750.00

32. The landlords are seeking \$750.00 to cover the cost of repairing the shed. They stated that this amount includes both labor and materials. The repair involves replacing some damaged wood and addressing issues caused by water leakage and mold, as shown in the submitted photographic and videographic evidence (LL#13). The landlords explained that the tenants used the shed as workshop and stored artworks and craft materials, and the property manager was required to provide proper notice before entering. They stated that the tenants were likely aware of the damage but failed to report it.

33. The landlords further explained that when they purchased the property, they conducted a walkthrough with the previous owner approximately a year ago and observed that the shed was in good condition, with no leakage or mold. They stated that the current damage represents a significant deterioration that occurred during the tenancy and is the tenants' responsibility to repair.

#14 Missing TV mount \$80.00

34. The landlords are seeking \$80.00 to cover the cost of replacing the TV mount. They stated that the TV mount was included as part of the property sale. They submitted an email from the previous owner confirming this, as well as photographic evidence showing that the mount is now missing (LL#8(2)). The landlords explained that the tenant was expected to leave the TV mount in the unit, but when asked, the tenant indicated they would not be returning it (LL#14). As a result, the landlords are seeking the cost to replace the mount.

#15 Missing de-humidifier \$275.00

35. The landlords are seeking \$275.00 for the replacement of the dehumidifier. They stated that the dehumidifier was included as part of the property sale, as confirmed by an email from the previous owner (LL#14). They explained that when the tenants from the downstairs unit vacated, they left the dehumidifier in the apartment; however, the tenants in question took it with them. The landlords do not know the exact model of the dehumidifier, so the requested amount reflects the cost of purchasing a replacement unit, based on current online prices (LL#8(3)).

#16 Drywall damaged in bedroom \$50.00

36. The landlords are seeking \$50.00 for labor to repair damaged walls. They stated that the handyman will need to break out the damaged section, plaster, sand, and paint the affected area. The landlords believe that this damage occurred during the tenancy, specifically within the last ten days before the tenants vacated. The damage is located in one of the bedroom walls, and the landlords submitted photographic evidence to support their claim(LL#4(16)).

#17 Fridge Crisper Drawer replacement \$108.93

37. The landlords are seeking \$108.83 for the replacement of the refrigerator tray. They stated that the tray, known as the Humidity Control tray, is a specialized part designed to preserve freshness, and only the OEM refrigerator supplier can provide it. The landlords explained that they researched online and found that this specific tray is required for replacement. They submitted photographic evidence showing the damaged tray, as well as a quote from a specialized supplier confirming the replacement cost (LL#4(17)).

Analysis

38. 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 Hole in bathroom wall \$70.00

39. I find that the photographs submitted by the landlords clearly demonstrate that there was a hole in the bathroom wall. I accept the landlords' statement that the damage was not present during a walkthrough conducted approximately ten days prior to the tenants vacating the unit. The tenants were not present at the hearing and therefore were unable to dispute the landlord's evidence or provide an alternative explanation for the damage.

40. Therefore, I accept the landlord's position that the damage occurred during the tenancy and was the result of a negligent or willful act by the tenants. The quoted cost of \$70.00 to repair the damage, which includes materials and labor, appears reasonable given the nature of the repair required. Accordingly, I find that the tenants are responsible for the cost of repairing the hole in the bathroom wall of \$70.00.

#2 Oven tray doors damaged \$15.00

41. I find that the photographic evidence submitted by the landlords demonstrates that the oven tray door was damaged and displaced. I accept that the landlords provided credible testimony that this damage was not present during the walkthrough conducted approximately ten days prior to the tenants vacating the unit, as tenants were not present or represented at the hearing to dispute the landlord's account.

42. On a balance of probabilities, I accept the landlord's position that the damage occurred during the tenancy and was the result of a negligent or willful act by the tenants. The quoted cost of \$15.00 for labor to repair the oven tray door appears reasonable. Accordingly, I find that the tenants are responsible for the cost of repairing the oven tray door of \$15.00.

#3 Towel hanger missing \$39.09

43. I find that the landlords have provided sufficient evidence to establish that the towel hanger was broken during the tenancy. The landlords submitted a video and photographic evidence, as well as a receipt for the cost of replacement. The landlords stated that this damage occurred in the presence of the property manager when the tenant applied force to the towel hanger, causing it to break and resulting in damage to the wall behind it.

44. The tenants were not present at the hearing and therefore were unable to dispute the landlords' claim. On a balance of probabilities, I accept the landlords' position that the damage was caused by the tenants during the tenancy. The submitted receipt supports the cost of replacement, which appears reasonable. Accordingly, I find that the tenants are responsible for the cost of replacing the broken towel hanger of \$39.09.

#4,#5, #9 Broken closet doors in two bedrooms and supplies \$86.58

45. I accept the landlords' statements that damage occurred to the closet doors in two bedrooms during the tenancy. I also accept the evidence provided, including photographs, video, and receipts and I find this evidence sufficient. I further accept that the landlords were able to prove this damage occurred during the tenancy, as the tenants were not present or represented during the hearing to dispute the landlords' claim. The receipts were submitted to show the cost for replacement parts and labor appear reasonable given the nature of the repairs required. Accordingly, I find that the tenants are responsible for the cost of repairing the closet doors of \$86.58.

#6 Toilet flush system broken \$70.00

46. I accept that the landlords' evidence demonstrates the toilet flush mechanism was not functioning properly at the time of move-out. However, I find that the landlords have not provided sufficient evidence to establish that this issue resulted from a willful or negligent act by the tenants. There is no indication that the tenants caused the problem intentionally or through neglect. On a balance of probabilities, I find that this type of malfunction is more consistent with normal wear and tear or an accidental occurrence rather than tenant-caused damage. Accordingly, I find that the landlords have failed to meet the burden of proof under Policy 9-3, and therefore the tenants shall not have been responsible for the costs claimed.

#7 Drywall damage \$70.00

47. I accept the landlords' statements and the evidence provided and find this evidence sufficient to establish that damage occurred to the drywall located behind the baseboard heater. I further accept that this damage occurred during the tenancy, as the landlords credibly testified that it was not present when they purchased the property nor during the walkthrough conducted approximately ten days prior to move-out, and as the tenants were not present or represented during the hearing to provide their account. Therefore, I find that landlords have met the burden of proof under Policy 9-3, and the cost claimed for repair appears reasonable. Accordingly, I find that the tenants are responsible for the cost of repairing the drywall behind the baseboard heater of \$70.00.

#8 Broken baseboard heater \$70.00

48. According to the evidence submitted by the landlords, I find it reasonable to determine that the damage to the baseboard heater is not consistent with normal wear and tear. I accept the landlords' statements, and the photographic evidence provided, which demonstrate that the heater was damaged when the tenants vacated the unit. The landlords credibly testified that the heater had been functioning properly prior to move-out, and the claimed labor cost of \$70.00 to complete the repair appears reasonable. Accordingly, I find the amount claimed by the landlords to be reasonable and that the tenants shall be responsible for the cost of repairing the baseboard heater of \$70.00.

#10 Front door replacement \$3500.00

49. I accept the landlords' statements, and the evidence provided, including photographs and video, and find this evidence sufficient to establish that damage occurred to the exterior door during the tenancy. On a balance of probabilities, I find that the tenants are responsible for this damage, as it is not consistent with normal wear and tear and likely occurred during the move-out process.

50. However, I also find that the landlords have not provided sufficient justification for full replacement of the door rather than repair. The evidence indicates that the door remained functional, and while the scratches may affect the aesthetic appearance and perceived value of the property, such damage can reasonably be repaired without incurring the significant cost of full replacement. After reviewing the nature of the damage and considering reasonable repair costs, I determine that the tenants should be responsible for compensation in the amount of \$100.00, which reflects a fair cost for repair rather than full replacement of the door.

#11 Deep scratches on the flooring \$50.00

51. I accept the landlords' statements, and the photographic evidence provided, and as the tenants were not present to dispute the claim, I find them responsible for the damage and the cost of repairs accordingly. The landlords' explanation of the nature of the damage and the proposed method of repair appears credible, and the amount claimed of \$50.00 is reasonable given the work and materials required. Therefore, I find that the tenants are responsible for the cost of repairing the scratches on the flooring of \$50.00.

#12 Nail holes on the walls \$30.00

52. I accept the landlords' statements, and the photographic evidence provided and find this evidence sufficient to establish that several holes were left in the hallway, living room, and bedrooms during the tenancy. I also accept the landlords' statement that they observed decorations hanging on the walls of the unit during the tenancy. As the tenants were not present to dispute the claim, I find them responsible for the damage to the walls and the cost of repairs accordingly. I find the amount claimed is reasonable given the nature of the repairs required. Therefore, I find that the tenants are responsible for the cost of repairing the holes in the walls of \$30.00.

#13 Unreported roof leak \$750.00

53. I accept that the landlords' evidence demonstrates the shed sustained damage during the tenancy, including water leakage and mold, as shown in the submitted photographs and video. However, I find that the landlords have not provided sufficient evidence to establish that this damage resulted from a willful or negligent act by the tenants. While the deterioration occurred during the tenancy, there is no indication that the tenants caused the damage intentionally or through neglect. Therefore, I find that it is reasonable to determine that this type of damage appears as accidental rather than tenant-caused damage.

54. Accordingly, the landlords have failed to meet the burden of proof under *Policy* 9-3, and this portion of the landlord's claim does not succeed.

#14 Missing TV mount \$80.00

55. I accept that the landlords have proven the TV mount was part of the property, as confirmed by the email from the previous owner and supported by photographic evidence. The tenants were expected to leave the mount in the unit, and the landlords' evidence indicates that the

tenant confirmed they would not be returning it. Therefore, I find that the tenants are responsible for the cost of replacing the TV mount.

56. Based on research conducted at www.CanadianTire.ca, the price for similar mounts ranges between \$40.00 and \$140.00. As the landlords were not aware of the exact model of the original mount, I find that the claimed amount of \$80.00 falls within a reasonable range and is proportionate for a standard replacement. Accordingly, I find that the tenants are responsible for the cost of replacement of \$80.00.

#15 Missing de-humidifier \$275.00

57. I accept the landlords' statement that the dehumidifier was part of the property, as confirmed by the email from the previous owner. The landlords' evidence indicates that the tenants removed the dehumidifier upon vacating, and therefore I find the tenants responsible for its replacement.
58. The landlords submitted the model information along with research showing the current cost of purchasing a replacement. While the age of the dehumidifier should generally be considered in accordance with the life expectancy of such an item, the landlords did not provide information regarding its age. Based on the evidence, it appears it was relatively new; therefore, I accept that the tenants shall be responsible for the full replacement cost. The claimed amount of \$275.00 is supported by documentation and appears reasonable. Accordingly, I find that the tenants are responsible for the cost of \$275.00 for replacing the dehumidifier.

#16 Drywall damaged in bedroom \$50.00

59. I accept the landlords' statements, and the photographic evidence provided (LL#4(16)) and find this evidence sufficient to establish that damage occurred to one of the bedroom walls during the tenancy. As the tenants were not present to dispute the claim, I find them responsible for the damage and the cost of repairs accordingly. The landlords' explanation of the repair process, which involves breaking out the damaged section, plastering, sanding, and painting, appears credible, and the amount claimed of \$50.00 is reasonable given the work required. Therefore, I find that the tenants are responsible for the cost of \$50.00 for repairing the damaged wall.

#17 Fridge Crisper Drawer replacement \$108.93

60. I accept the landlords' statements, and the photographic evidence provided. I find this evidence sufficient to establish that the Humidity Control tray in the refrigerator was damaged during the tenancy, as the tenants were not present or represented during the hearing to dispute the landlords' claim. The landlords submitted a quote from a specialized supplier confirming that this part is an OEM component and that the cost of replacement is \$108.93. Their explanation and supporting documentation appear credible, and the amount claimed is reasonable given the specialized nature of the part. As the tenants were not present to dispute the claim, I find them responsible for the cost of replacing the refrigerator tray of \$108.93.

Decision

61. The landlord's claim for compensation paid for damages succeeds in the amount of \$1044.60.

Issue #3: Hearing expenses \$121.70.

Relevant Submission

62. The landlords paid \$20.00 for the application fee and \$101.70 for the commissioner of Oaths services and are seeking reimbursement. The landlords submitted a copy of the receipts to support the claim (LL#15).

Analysis

63. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, claimable costs may include filing fee and costs incurred in the preparation for a hearing. As the landlords' claim was successful as per paragraphs 16 and 61, the landlords will be awarded with \$121.70.

Decision

64. The landlord's claim for hearing expenses succeeds in the amount of \$121.70.

Issue # 4: Security deposit to be applied against any monies owed \$950.00

Analysis

65. 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).

66. The landlord's claim for losses has been successful as per paragraphs 16, 61 and 64 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

67. Security deposit plus interest of \$964.07 to be applied against monies owed.

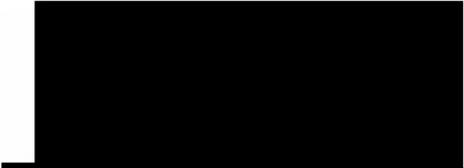
Summary of Decision

68. The tenants shall pay the landlords \$5102.23 as follows:

Rent.....	\$4900.00
Damages	\$1044.60
Hearing expenses.....	\$121.70
Less than Security Deposit.....	\$964.07
Total	\$5102.23

December 16, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office