

## Residential Tenancies Tribunal

Application 2025-1030-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:46 p.m. on 2-December-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 her application stating that she had served the tenant with the notice of hearing electronically by email to [REDACTED] on 11-November-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-November-2023. The tenant vacated the unit on 31-October-2025. Rent was \$2200.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$1100.00 was paid on 25-October-2023 and is in the landlord’s possession.

### Issues before the Tribunal

6. The landlord is seeking:
  - Rent paid \$2200.00
  - Late fees \$75.00
  - Compensation paid for damages \$5470.00
  - Hearing expenses \$40.00
  - Security deposit applied against monies owed \$1100.00

### 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*.

8. Also, relevant and considered in this decision is 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: Damages to rented premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

### **Issue # 1: Rent paid \$2200.00**

#### Landlord's and Tenant's Positions

9. The landlord testified that the tenant vacated the unit on 31-October-2025 without paying rent for that month and she stated that she is seeking rent to be paid in full. The tenant did not dispute that rent is outstanding for the month of October.

#### **Analysis**

10. As the tenant did not dispute that rent is outstanding for the month of October, I find that the tenant is responsible for rent paid in the amount of \$2200.00.

#### **Decision**

11. The landlord's claim for rent paid succeeds in the amount of \$2200.00.

### **Issue # 2: Late Fees \$75.00**

#### Landlord's and Tenant's Positions

12. The landlord is seeking the maximum late fee charge of \$75.00, and the tenant did not dispute the landlord's claim.
13. 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.*

14. *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.*

15. 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**

16. The landlord's claim for late fees paid succeeds in the amount of \$75.00.

### Issue # 3: Compensation paid for Damages \$5470.00

#### Relevant Submission

17. The landlord testified that there were damages to the unit, and she is seeking \$5470.00 to cover the financial loss she incurred as a result of the condition of the unit upon the sale of the property. The landlord submitted a copy of a damages ledger to support the claim (LL#2). See breakdown of damages ledger below:

Damages Ledger 2025-1030-NL		
Damages / losses	Amount	Total
Replace damaged carpet - stairs & hallway	\$500.00	\$500.00
Clean carpet	\$100.00	\$600.00
Damaged kitchen & bathroom cabinets	\$600.00	\$1,200.00
Bathroom faucet detached & running toilet	\$100.00	\$1,300.00
Damaged kitchen faucet	\$200.00	\$1,500.00
Lighting issues in basement	\$320.00	\$1,820.00
Damaged front door	\$400.00	\$2,220.00
damaged kitchen door lock	\$100.00	\$2,320.00
Repair and paint walls	\$1,850.00	\$4,170.00
Repair holes in window casing	\$100.00	\$4,270.00
Damage to french door	\$100.00	\$4,370.00
Damaged kitchen door casing	\$200.00	\$4,570.00
Damaged kitchen flooring	\$100.00	\$4,670.00
Remove lights to walls in basement	\$300.00	\$4,970.00
Cleaning	\$500.00	\$5,470.00

#### Landlord's and Tenant's Positions

18. The landlord stated that when she retained the services of a realtor, she was told that the property would have to be listed below market value due to the condition of the property. The landlord is seeking to be paid for her financial loss from the sale of the property due to the damages she claimed were caused by the tenant during the tenancy. The landlord submitted "before photographs" to show the condition of the unit prior to the commencement of the tenancy (LL#3). The tenant disputed most of the landlord's claims and submitted photographs showing the condition of the unit when she vacated (TT#1). The landlord's and the tenant's positions on each item are as follows:

**Item # 1: Replace damaged carpet stairs & hallway (\$500.00)** – The landlord testified that the carpet on the stairs and the upstairs hallway was torn in one area where it joined and had many hitches throughout, and she stated that she was forced to accept a lower offer on the sale of the property due to the condition of the carpet. The landlord is seeking \$500.00 after applying depreciation to cover the financial loss incurred upon the sale of the property, and she submitted photographs of the carpet at the commencement of the tenancy (as seen in LL#3) and photographs at the end of the tenancy to show the damage (LL#4).

The tenant did not dispute that there was a portion of the carpet torn or unraveled, nor did she dispute that the carpet had started to hitch in other areas, however she disputed that she caused any damage to the carpet, and she stated that the carpet was old and worn. The tenant testified that the vacuum cleaner pulled one of the hitches up causing the carpet to tear or unravel.

**Item # 2: Clean carpet (\$100.00)** – The landlord testified that she had to clean the carpet prior to putting the house on the market as the carpet was dirty and she is seeking to be paid for the cost of her time to clean the carpet on the stairs and the upstairs hallway in the amount of \$100.00.

The tenant did not dispute that the carpet was a bit dirty, however she testified that she attempted to clean it but due to the age of the carpet especially the areas where it was worn, it was difficult to clean.

**Item # 3: Damaged kitchen & bathroom cabinets (\$600.00)** – The landlord testified that the bottom portion of the cabinets in the kitchen and the bathroom vanity were damaged due to animal scratches, and she stated that she was forced to accept a lower offer on the sale of the property due to the condition of the cabinets. The landlord is seeking \$600.00 after applying depreciation to cover the financial loss incurred upon the sale of the property, and she submitted photographs of the cupboards at the commencement of the tenancy (as seen in LL#3) and photographs at the end of the tenancy to show the damage (LL#5).

The tenant did not dispute that there were damages to the kitchen cabinets and the vanity, however she disputed that the damage was caused by her or her animals, and she stated that the landlord had applied a touch up marker to existing damages to the cabinets which she stated can be seen in the photographs submitted by the landlord.

**Item # 4: Bathroom faucet detached & running toilet (\$100.00)** – The landlord testified that the bathroom faucet was detached and needed to be repaired, and the toilet needed to be inspected as the water was constantly running, and she is seeking \$100.00 to have someone look at both items and install a part to fix the faucet.

The tenant did not dispute that the faucet was detached and needed repair, however she disputed that she caused the damage and stated that it happened over time. The tenant also disputed that there was water running in the toilet and she stated that she never noticed it.

**Item # 5: Damaged kitchen faucet (\$200.00)** – The landlord testified that the kitchen faucet was also broken from the base and most likely would have had to be replaced by the new owners and she is seeking \$200.00 to cover her financial loss from the sale of the property. The landlord submitted a video of the faucet to support the claim (LL#6).

The tenant did not dispute that the kitchen faucet was loose from the base, however she stated that she was not responsible for it becoming loose and she stated that it is an easy fix as it happened before, and she tightened the distribution ball on the bottom of the hose underneath the sink by unclipping it and moving it to the top of the hose.

**Item # 6: Moisture & lighting issues in basement (\$320.00)** – The landlord testified that there was a buildup of moisture on the bathroom walls causing the paint to be discolored and causing some mold to develop in the sink and shower areas. The landlord stated that she is seeking \$300.00 for the financial loss from the sale of the property. The landlord also testified that the light in the bathroom was not working properly, and she had to replace the bulb, and she is seeking \$20.00 for the cost to replace the bulb. The landlord submitted photographs and a video of the basement bathroom to support the claim (LL#7).

The tenant did not dispute that there was a buildup of moisture in the basement bathroom, however she disputed that she caused any damage to the area as she testified that she constantly had to wash the excess moisture of the walls. The tenant

also stated that although the bathroom had a functional fan, which was used while showering, it did not have a window which she claims contributed to the buildup of moisture in the basement bathroom. As for the light, the tenant disputed that she damaged the light bulb in any way and stated that the light bulb must have been at the end of its life cycle.

**Item # 7: Damaged front door (\$400.00)** – The landlord testified that the front door had a dent and several scratches, and she stated that she was forced to accept a lower offer on the sale of the property due to the condition of the door. The landlord is seeking \$400.00 after applying depreciation to cover her financial loss and she submitted photographs of the door to show the damage (LL#8).

The tenant disputed ever seeing any damage to the front door and as stated that the first she heard of a damaged door was after she vacated the unit.

**Item # 8: Damaged kitchen door lock (\$100.00)** – The landlord testified that the lock mechanism to the back exterior kitchen door was loose and non-functional, and she stated that she was forced to accept a lower offer on the sale of the property due to the condition of the lock. The landlord is seeking \$100.00 to cover her financial loss due to the damage to the lock.

The tenant did not dispute that the locking mechanism was loose, however she disputed that she was responsible for the damage to the lock and she stated that it was actually the deadbolt and when you turn the deadbolt, the metal case would come out and you just had to push the metal case back in and then the lock worked perfectly.

**Item # 9: Repair & paint walls (\$1850.00)** – The landlord testified that there was extensive damage to the walls, including holes, tears in the gyproc, 2 large patches of plaster on the wall in the basement rec room and many scratches on the walls, moldings and door casings due to the tenant's animal(s) which will require repair work and painting. The landlord also testified that there were unauthorized wall attachments and modifications including shelving in the main floor bathroom and the installation of a broom holder and a vacuum holder on the wall. The landlord stated that she was forced to accept a lower offer on the sale of the property due to the condition of the walls, moldings and door casings and she is seeking \$1850.00 to cover her financial loss from the sale of the property. The landlord submitted photographs of the walls at the commencement of the tenancy (as seen in LL#3) and photographs at the end of the tenancy to show the damage (LL#9).

The tenant did not dispute that there was damage to the walls, however she stated that the walls were not in perfect condition when she took possession of the unit, and she stated that there were touch ups on the walls from previous damage. The tenant did not dispute installing a shelf, a broom hook and a vacuum hook on the walls, however she disputed that she should be responsible for the cost to repair such holes as she stated that living in a unit involved being able to hang a shelf or a broom or a vacuum. The tenant stated that this falls under normal wear and tear.

**Item # 10: Repair holes in window casing (\$100.00)** – The landlord testified that there were multiple small thumb tac holes in both sides of a window casing in the kitchen which required repair work. The landlord stated that she filled the holes and repaired the damage, and she is seeking \$100.00 to cover the cost of materials and labor to complete the work. The landlord submitted photographs to support the claim (LL#10).

The tenant did not dispute that there were thumb tac holes in the window casing, nor did she dispute placing some there to hang Christmas lights, however she disputed that she

caused all the damage, and she stated that there were some holes in the window casing when she took possession of the unit.

**Item # 11: Damage to French door (\$100.00)** – The landlord testified that there were animal scratches and teeth marks in the French door in the kitchen area which devalued the property, and she stated that although she attempted to fill in the scratches and gauges the best she could, she was forced to accept a lower offer on the sale of the property due to the condition of the French door. The landlord is seeking \$100.00 to cover her time to repair the door and for the financial loss from the sale of the property and she submitted photographs of the French door to support the claim (LL#11).

The tenant disputed noticing any damage to the French door and she disputed ever seeing her animal scratch at or bite the wood in the door. The tenant added that knots in the wood appeared to be coming through the door.

**Item # 12: Damaged kitchen door casing (\$200.00)** – The landlord testified that there was damage to the kitchen door casing and the weather stripping caused by the tenant's animals, and she stated that she was forced to accept a lower offer on the sale of the property due to the condition of the door casing. The landlord is seeking \$200.00 to cover the financial loss from the sale of the property and she submitted photographs of the door casing and damaged weather stripping to support the claim (LL#12).

The tenant did not dispute that the damage exists, nor did she dispute that her dog occasionally scratched in that area to try to get out.

**Item # 13: Damaged kitchen flooring (\$100.00)** – The landlord testified that the laminate flooring in the kitchen area had a chunk out of it and she stated that she was forced to accept a lower offer on the sale of the property due to the condition of the flooring. The landlord stated that she has left over materials to fix the laminate, and she is seeking \$100.00 to cover the financial loss from the sale of the property for the labor to have someone fix the flooring. The landlord submitted a photograph of the flooring to support the claim (LL#13).

The tenant did not dispute that the damage existed, however she disputed that she should be responsible for the cost of labor to fix the flooring as she testified that the damage was present when she took possession of the unit.

**Item # 14: Remove lights to walls in basement (\$300.00)** – The landlord testified that the rec room in the basement had LED lights attached to the perimeter of the walls, and she stated that she was forced to accept a lower offer on the sale of the property due to the damage the lights would cause once removed. The landlord is seeking \$300.00 to cover the financial loss from the sale of the property for the potential damage to the walls. The landlord submitted a photograph of the lights on the walls to support the claim (LL#14).

The tenant did not dispute that she placed LED lights on the rec room walls, however she disputed that they would cause any damage to the walls as the package indicated that they can be removed and reapplied.

**Item # 15: Cleaning (\$500.00)** - The landlord testified that the unit needed a deep clean for the new owners and she stated that she retained the services of a cleaning company to complete the work. The landlord is seeking to be reimbursed \$500.00 for the cost of cleaning and she submitted photographs to show the cleanliness of the unit (LL#15) and a copy of a receipt from [REDACTED] to support the claim (LL#16).

The tenant disputed that the unit needed to be cleaned, and she stated that she spent 2 full days cleaning before she vacated the unit. The tenant stated that she took out the shelving in the fridge and cleaned it entirely, she stated that the bathroom was all cleaned and the floors were swept and mopped. The tenant submitted photographs to show the condition of the unit when she vacated to support her defense (TT#1).

## Analysis

19. I accept that a property will sell below market value if there are existing damages within the unit and I find that a landlord should not incur any financial loss due to the actions of tenants. Based on the testimony of the landlord and the tenant and based on the exhibits entered into evidence, each item is analyzed as follows:

**Item # 1: Replace damaged carpet – stairs & hallway (\$500.00)** – I asked the landlord the age and the condition of the carpet and she responded that it was 18 years old and in good condition. Based on the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that there was a difference in the carpet within the 2-year period of the tenancy. I also accept the tenant's testimony and exhibits which show that the carpet is aged and worn.

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, carpet has an 8–10-year life span and as the carpet was 18 years old, I find that the carpet has surpassed its life cycle and as such, I find that the tenant is not responsible for any financial loss that the landlord may have incurred during the sale of the property due to the condition of the carpet.

**Item # 2: Clean carpet (\$100.00)** – I asked the landlord if she hired a professional company to clean the carpet and she responded that she did not. The landlord stated that she received a verbal quote of \$100.00 from [REDACTED] but decided to clean the carpet herself.

In accordance with Section 9-3 of the *Policy* as stated above, the landlord was able to show that the carpet was dirty, and she was able to show that the tenant was negligent in leaving the carpet dirty. I do not accept the tenant's testimony that she cleaned the carpet prior to vacating the unit. The landlord failed to show the cost to clean the carpet, and based on the exhibits entered into evidence, I find that it is reasonable to expect that it would take the landlord 2-3 hours to clean the carpet plus the cost of product to complete the work. I find that the tenant is responsible for the cost to clean the carpet in the amount of \$100.00.

**Item # 3: Damaged kitchen & bathroom cabinets (\$600.00)** – I accept the landlord's evidence which shows damage to the kitchen cabinets and the bathroom vanity and the presence of a touch up marker in several areas is prevalent in the photographs. I asked the landlord if there was existing damage to the cabinets and if she had applied a touch up marker to various areas of the cabinets and she responded that there was and that she had.

Based on the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that the damage exists. I also accept the tenant's testimony and exhibits which show that the cabinets had previous damage and touch up marker applied. I asked the tenant how many animals she has, and she responded that she has a dog and 2 cats. I find that the scratch marks on the cabinets are indicative of that of animal scratches and as there were pre-existing marks on the cabinet doors, I find that it is fair to allocate 25% of the damages to the landlord and 75% to the tenant.

I asked the landlord how she arrived at \$600.00 to replace the cabinet doors and she responded that she received a verbal quote of \$2000.00 and she applied depreciation to arrive at \$600.00. I asked the landlord if she had a professional repair or replace the doors, and she responded that she did not. The landlord stated that she touched up the cabinets herself to make them more presentable to the buyer but incurred a financial loss due to the condition of the cabinets. The landlord failed to show the cost to repair / replace the cabinets, and I am unable to determine the cost to do so.

I asked the landlord the age of the cabinets and she responded that they are 18 years old. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, cabinets have a 50-year life span and as the cabinets are only 18 years old, there is approximately 64% of the cabinet's life span remaining. I find that the tenant is responsible for 75% of the landlord's financial loss due to the condition of the cabinets, however I am unable to determine the exact amount and as such, a nominal amount of \$300.00 shall be awarded. I find that the tenant is responsible for 75% of the landlord's financial loss due to the condition of the cabinets in the amount of \$300.00.

**Item # 4: Bathroom faucet detached & running toilet (\$100.00)** – I asked the landlord if in her opinion the tenant was negligent in causing damage to the faucet or to the toilet and she responded that she would not say so, however she stated that the tenant had an obligation to report deficiencies before the problem accelerated. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the tenant was negligent in causing the damage to the bathroom faucet and the running toilet, and as such I find that the tenant is not responsible for any financial loss that the landlord may have incurred during the sale of the property due to the condition of the bathroom faucet and the running toilet.

**Item # 5: Damaged kitchen faucet (\$200.00)** – 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, however she failed to show that the tenant was negligent in causing the damage. I find that the tenant is not responsible for any financial loss that the landlord may have incurred during the sale of the property due to the condition of the kitchen faucet.

**Item # 6: Moisture & lighting issues in basement (\$320.00)** – I asked the tenant if there was proper ventilation in the basement bathroom and she responded that there was a fan which was used when showering, but no window. I accept the tenant's testimony that she had to wipe down the condensation from the bathroom walls after showering. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that there was moisture in the basement bathroom, however she failed to show that the tenant was negligent in causing the moisture. As for the light bulb, I accept the tenant's testimony that the bulb was at the end of its life cycle. As such, I find that the tenant is not responsible for any financial loss that the landlord may have incurred due to the moisture problem in the basement bathroom. I also find that the tenant is not responsible for the cost to replace a used light bulb.

**Item # 7: Damaged front door (\$400.00)** – I asked the landlord the age and the condition of the exterior door and she responded that it was 18 years old and in good condition. Based on the exhibits entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord could show that the damage exists, and I accept the landlord's testimony that the damage occurred during the tenancy. I do not accept the tenant's testimony that she never noticed the damage to the exterior door as it would be difficult not to notice it when using the door daily.

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, exterior metal doors have a 50-year life span and as the door is only 18 years old, I find that the door has 64% of its life cycle remaining. The landlord stated that the

cost to replace the door is approximately \$800.00 and she is seeking \$400.00 after depreciation is applied. I agree with the landlord that a new door would cost \$800.00 and 64% of that cost equates to an amount higher than the amount sought by the landlord. I find that the tenant is responsible for the financial loss that the landlord may have incurred during the sale of the property due to the condition of the front door in the amount of \$400.00.

**Item # 8: Damaged kitchen door lock (\$100.00)** – 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 as the tenant did not dispute it. However, she failed to show that the tenant was negligent in causing the damage. I find that the tenant is not responsible for any financial loss that the landlord may have incurred during the sale of the property due to the condition of the kitchen door lock.

**Item # 9: Repair & paint walls (\$1850.00)** – 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 could show that the damage exists, and she could show that the tenant was negligent in causing the damage; however, she failed to show the cost to repair and paint the walls.

I asked the landlord when was the last time that the unit was painted and she responded that the main living area which includes the kitchen, living room and a bathroom was painted 5 years ago and the basement including a rec room, bedroom, bathroom and hallway was painted approximately 10 years ago. The landlord stated that the remainder of the house, including 3 bedrooms, 2 bathrooms and a hallway was painted 18 years ago. In accordance with Section 9-5 of the *Policy*, interior paint has a 15-year life span and as the paint in the main area is only 5 years old, it has approximately 67% of its life cycle remaining. The paint in the basement has 34% of its life cycle remaining and the paint in the upstairs area has exceeded its life cycle.

As the paint is at different stages of its life cycle within the unit and as the landlord failed to provide a quote to show the cost to repair and paint the walls, I find that a nominal amount shall be awarded in the amount of \$500.00.

**Item # 10: Repair holes in window casing (\$100.00)** – In accordance with Section 9-3 of the *Policy* as stated above, the landlord was able to show that the damage exists, and she was able to show that the tenant was negligent in causing some of the damage. I accept the tenant's testimony that there were holes in the window casing when she took possession of the unit. I asked the landlord how long it took her to fill the holes, and she responded 20 minutes with a second touch up of 20 minutes, and I asked the landlord how much she paid for materials to fix the holes, and she responded that it cost approximately \$15.00. I find that the tenant is responsible for the cost to repair the holes in the window casing in the amount of \$39.00 (1 hour of labor at \$24.00 per hour and product \$15.00).

**Item # 11: Damage to French door (\$100.00)** – 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 could show that the damage exists, and she could show that tenant was negligent in causing the damage.

I asked the landlord if she repaired the door herself, and she responded that she attempted to do so by applying the same product to the damaged door as she used on the window casing. I asked the landlord how long it took her to complete the work, and she responded 20 minutes to apply product and another 20 minutes to re-apply the product. I find that the tenant is responsible for the cost of 1 hour of labor at the allowable rate of \$24.00 per hour and I find that there shall not be any award for the

product as it was given in item #10 above. I find that the tenant is responsible for the cost of labor to repair the French door in the amount of \$24.00.

**Item # 12: Damaged kitchen door casing (\$200.00)** – I accept the tenant’s testimony that her pets did scratch in the area of the kitchen door and the door casing and most likely caused the damage. 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 that the tenant was negligent in causing the damage; however, the landlord failed to show the cost to repair the damage. I asked the landlord the age of the door casing and she responded that it is 5 years old.

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property shall be considered when awarding for damages, and research shows that door casings have a 25-year life span and rubber weather stripping has a 12-year life cycle. As the door casing and stripping was 5 years old, there is approximately 80% of the door casing’s life cycle remaining and 58% of the weather stripping’s life cycle remaining. The landlord failed to show the cost to replace both items, and I am unable to determine the amount, thus a nominal amount shall be awarded in the amount of 100.00. I find that the tenant is responsible for the financial loss that the landlord may have incurred during the sale of the property due to the condition of the door casing and the weather stripping in the amount of \$100.00.

**Item # 13: Damaged kitchen flooring (\$100.00)** – 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, however she was unable to show that the tenant was negligent in causing the damage. I accept the tenant’s testimony that the damage existed when she took possession of the unit and that an initial walk through was never conducted. I find that the tenant is not responsible for the cost of labor to repair the flooring.

**Item # 14: Remove lights to walls in basement (\$300.00)** – I accept the tenant’s testimony that the LED lights are designed to be applied and reapplied to areas of the wall without any damage, however there is not guarantee that the removal of the LED lights will not cause damage to the walls resulting in the need for repair work and paint. I asked the tenant how long the LED lights have been stuck to the walls, and she responded since November 2023. I find that the tenant should have removed the LED lights.

It was determined in item # 9 above that the paint on the basement walls is 10 years old with 34% of its life cycle remaining and most likely would have had to be painted by the new owners. I am unable to determine if the landlord would have incurred any additional financial loss due to potential damage caused by the removal of the LED lights. I am unable to award for the cost of labor to remove the LED lights as the landlord did not remove them. I find that the tenant is not responsible for any financial loss that the landlord may have incurred during the sale of the property due to the presence of the LED lights on the basement walls.

**Item # 15: Cleaning (\$500.00)** – Based on the testimony of the tenant and based on the exhibits entered into evidence by the tenant, I accept that the unit was cleaned except for the area around the kitchen door, some mold in the basement bathroom and a few moldings with water residue around them. I asked the landlord if the deep clean was for the new owners and she responded that it was. I find that the tenant is not responsible for the cost to deep clean, however I find that the tenant is responsible for the cost of 2 hours of cleaning in the amount of \$48.00.

## Decision

20. The landlord's claim for compensation paid for damages succeeds in the amount of \$1511.00.

#### **Issue # 4: Hearing expenses \$40.00**

##### **Analysis**

21. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred *Commissioner of Oath* charges in the amount of \$20.00. The landlord submitted a copy of a receipt to support the claim (LL#17). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, claimable costs may include the filing fee and other administrative charges with receipts to support the claim. As the landlord failed to submit a receipt for the *Commissioner of Oath* charge, I am unable to award for that expense. I find that the tenant is responsible for the hearing expenses in the amount of \$20.00.

##### **Decision**

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

#### **Issue # 5: Security deposit applied against monies owed \$1100.00.**

##### **Analysis**

23. 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).*

24. The landlord's claim for losses has been successful as per paragraphs 11, 16, 20 and 22 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**

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

**Summary of Decision**

26. The tenant shall pay the landlord \$2684.84 as follows:

Rent paid .....	\$2200.00
Late fees .....	75.00
Compensation for damages .....	1511.00
Hearing expenses .....	20.00
<b>Less: security deposit &amp; interest .....</b>	<b>1121.16</b>
<b>Total .....</b>	<b>\$2684.84</b>

December 30, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office