

Residential Tenancies Tribunal

Application 2025-1044-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 10:00 a.m. on 16-January-2026.
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 via email on 23-December-2025 (LL#1). The tenant confirmed receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service, I proceeded with the hearing.
5. There was a written month-to-month rental agreement which commenced on 1-December-2024. The tenant vacated on 3-November-2025. Rent was \$1000.00 per month due on 1st of each month. A security deposit of \$500.00 was collected on 1-December-2024 and is still in the landlords' possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$790.99.
 - Security Deposit to be applied against any monies owed \$505.00.

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, and the following sections of the

Residential Tenancies Policy: 9-3; Compensation for damages to rental premises, and 9-5; Depreciation and life expectancy of Property.

Issue #1: Compensation paid for the damages \$790.99

Relevant submission:

9. The landlord is seeking compensation to be paid for damages as per the damage's ledger submitted, see copy below:

1	Bathroom mirror	\$ 60.00
2	Wall damage, plaster incorrectly done, ceiling damage	\$ 500.00
3	Fridge + Stove cleaning	\$ 20 20.00
4	New closet bifold door due to handle being ripped off	\$ 50.00
5	Entry lock as keys were not returned	\$ 160.99

#1: Bathroom mirror replacement \$60.00

Landlords' Position:

10. The landlord is seeking compensation in the amount of \$60.00 for the replacement of a bathroom mirror. The landlord testified that during the move-out walkthrough, they observed that the bathroom mirror was no longer mounted on the wall and that its removal required replacement. The landlord described the claimed amount of \$60.00 as a normal and reasonable cost for a replacement mirror. The landlord submitted photographic evidence to support their claim (LL#2).

Tenants' Position:

11. The tenant disputed responsibility for the replacement cost, however confirmed that they removed the mirror from the wall. The tenant explained that the mirror consisted of a slab piece of glass without a frame and that it had been old and cracked. The tenant stated that the mirror was balancing on one of the hooks and was therefore unstable. They stated that the mirror posed a safety concern, as they had a child residing in the unit, and that removing the mirror was necessary to prevent potential injury.

#2: Wall damage, ceiling damage \$500.00

Landlords' Position:

12. The landlord is seeking compensation in the amount of \$500.00 for wall and ceiling damage in the rental unit. The landlord testified that damage was observed in one of the bedrooms, as well as in the living room and hallway. According to the landlord, portions of the walls had been plastered by the tenant; however, the plastering was done improperly and was not completed to an acceptable standard. As a result, the affected areas required sanding and repainting. The landlord further stated that there were scratches left on the ceiling which also required repair. The landlord submitted photographic evidence to support their claim (LL#3).

13. The landlord testified that the unit had been freshly painted prior to the tenant's move-in in November-2024. The landlord further testified that their stepfather completed the repair work and spent approximately four days removing baseboards and refinishing the walls in

the bedroom, hallway, and living room. They stated that the claimed amount of \$500.00 represents the cost of labor, plaster, and paint necessary to restore the walls and ceiling.

Tenants' Position:

14. The tenant disputed the landlord's claim for \$500.00 for wall damage. The tenant acknowledged that there were nail holes and wall marks resulting from mounting a TV and stated that they applied plaster to those areas. The tenant explained that the plastered areas required sanding but maintained that this work was done to address minor wall marks. The tenant agreed that there were scratches present; however, she stated that these constituted normal wear and tear. The tenant submitted that only minor sanding and touch-up painting would have been required.
15. The tenant further argued that the landlord failed to provide sufficient evidence to support the claimed amount. While the landlord testified that the unit had been freshly painted at the start of the tenancy, the tenant stated that the painting was not done professionally. The tenant therefore disputed responsibility for the full cost of repainting the affected areas.

#3: Fridge and stove cleaning \$20.00

Landlords' Position:

16. The landlord is seeking compensation for cleaning of the refrigerator and stove. The landlord testified that the refrigerator required significant cleaning at the end of the tenancy. Specifically, the landlord stated that hardened caramel was stuck inside the fridge and that it took approximately one hour to remove it. The landlord further testified that additional time was required to clean the stove, both inside and outside, as it required scrubbing to remove built-up residue. The landlord submitted photographic evidence to support their claim (LL#4).

Tenants' Position:

17. The tenant disputed the landlord's claim for cleaning costs. The tenant testified that the stove and refrigerator were cleaned prior to vacating the unit. The tenant did not agree that the appliances required professional or extensive cleaning and maintained that they left them in a reasonably clean condition. The tenant therefore disputed responsibility for any additional cleaning costs claimed by the landlord.

#4: Closet door replacement \$50.00

Landlords' Position:

18. The landlord is seeking compensation in the amount of \$50.00 for replacement of a closet bifold door. The landlord testified that the handle had been ripped off the door and that the entire door required replacement. The landlord stated that at the beginning of the tenancy the door was functional and in good working condition. The landlord further explained that by the end of the tenancy, the door had come off its hinges and had not been reinstalled. The landlord submitted photographic evidence to support their claim (LL#5). The landlord maintained that due to the condition of the door at move-out, replacement was necessary.

Tenants' Position:

19. The tenant disputed the landlord's claim for \$50.00. The tenant testified that the handle fell out because the existing hole in the door was already too large at the beginning of the

tenancy. The tenant stated that there was no backing or proper hardware securing the handle, and that it simply came loose. The tenant maintained that there was no actual damage to the door itself and explained that the issue could have been resolved by installing proper hardware and that full replacement of the door was unnecessary.

#5: Entry lock replacement \$160.99

Landlords' Position:

20. The landlord is seeking compensation for the replacement of the entry lock where keys were not returned by the tenant. As a result, the landlord stated that the entry lock needed to be replaced for security reasons. The landlord acknowledged that no documentary evidence was submitted to support the amount claimed, as a new lock had not yet been purchased. However, the landlord maintained that the tenant remains responsible for the value of replacing the entry lock.

Tenants' Position:

21. The tenant disputed the landlord's claim for replacement of the entry lock. The tenant stated that they vacated the unit due to concerns regarding mold and disputed the landlord's overall claim. The tenant further testified that the landlord had spare keys to the unit. The tenant maintained that there was no damage to the lock itself and submitted that replacement was unnecessary. The tenant therefore denied responsibility for any cost associated with replacing the entry lock.

Analysis

22. 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; and*
- *The value to repair or replace the damaged item(s).*

#1: Bathroom mirror replacement \$60.00

23. I accept the testimony of both parties that a bathroom mirror was present at the beginning of the tenancy and that the tenant removed it during the tenancy. However, the tenant disputed responsibility for compensation for the replacement, stating that the mirror was already old, cracked, and was balancing on one hook and posed a safety hazard, as a child resided in the unit. The landlord, for their part, testified that the mirror was in good condition at move-in but was unable to provide evidence to demonstrate its condition at that time.

24. In this case where the landlord is an applicant, the landlord bears the burden of demonstrating that the tenant's actions caused damage beyond normal wear and tear. The landlord provided no sufficient evidence showing the mirror's condition at the start of the tenancy, nor could they establish the age of the mirror, stating only that it was present when the property was purchased in May-2023. Given the absence of evidence regarding the mirror's condition and age at the beginning of the tenancy, and in light of the tenant's testimony describing its pre-existing wear and safety concerns, I find that the landlord has not met the evidentiary burden required under Policy 9-3, as stated above.

25. Accordingly, the landlord's claim for the replacement of the bathroom mirror does not succeed.

#2: Wall damage, ceiling damage \$500.00

26. I accept the testimony of both parties that the tenant caused some scratches to the walls and ceiling during the tenancy and that the tenant undertook plastering following removal of a TV mount and nails. I further accept the landlord's evidence showing that the plastering was not completed to an acceptable standard and that the affected areas required refinishing and repainting. Based on photographic evidence and testimony, I find that the scratches and unfinished plastering exceed normal wear and tear. I also accept the landlord's testimony that the unit had been freshly painted at the beginning of the tenancy in November-2024, which was acknowledged by the tenant. Therefore, I find that the tenant is responsible for the resulting repair and repainting costs.

27. According to the Policy 9-5, in determining appropriate compensation, depreciation must be applied. Interior paint in rental units has a typical lifespan of 5–7 years. As the paint was approximately 1 year old at the end of the tenancy, approximately 15% of its lifespan had elapsed. Therefore, I find that the tenant is responsible for 85% of the reasonable repair and repainting costs.

28. The landlord did not provide receipts or invoices for materials or labor. The landlord testified that their family member completed the work over approximately four days, but no specific breakdown of hours or costs was provided. In the absence of detailed evidence, I find it reasonable to estimate that this type of repair and repainting would require approximately 10 hours of labor. In accordance with Policy 9-3, *for each hour of personal labor exerted, a landlord may claim the current provincial minimum wage rate + \$8.00*, for a total of \$24.00 per hour. Therefore, the labor cost for 10 hours of work is \$240.00.

29. Regarding materials, the landlord did not specify the amount of paint used. Based on the scope of repairs described, I find it reasonable to estimate that approximately three gallons of paint would be required. A research of pricing (www.canadiantire.ca) indicates that one gallon of interior paint costs approximately \$50.00, for a total estimated material cost of \$150.00 for three gallons. The total reasonable repair cost is therefore \$390.00 (labor and materials). Applying depreciation, the tenant is responsible for 85% of this amount, totaling \$331.50.

30. Accordingly, the landlord's claim for wall and ceiling repairs succeeds in the amount of \$331.50.

#3: Fridge and stove cleaning \$20.00

31. In reviewing the photographic evidence submitted by the landlord, I accept that the refrigerator and stove required additional cleaning at the end of the tenancy. The tenant disputed responsibility, stating that the appliances were cleaned before vacating; however, the photographic evidence demonstrates that further cleaning was necessary. I accept the landlord's testimony that it took approximately one hour to remove the hardened caramel from the refrigerator and to scrub the stove inside and out. As the landlord provided

sufficient evidence of the cleaning required, I find that the landlord has met the burden under Policy 9-3.

32. Therefore, the landlord's claim for \$20.00 for fridge and stove cleaning succeeds in full.

#4: Closet door replacement \$50.00

33. I accept the landlord's evidence showing that, at the end of the tenancy, the closet bifold door was off its hinges and that the door handle was missing. However, to succeed on a claim for damages under Residential Tenancies Policy 9-3, the applicant needs to prove that the respondent is responsible for the damage through a willful or negligent act, and that the repair or replacement claimed was necessary as a result.

34. The tenant testified that the handle had come loose because the existing hole in the door was already too large at the beginning of the tenancy and that there was no proper hardware securing it. The tenant stated that the issues could have been resolved by installing appropriate hardware, rather than replacing the entire bifold door.

35. While I accept that the door was not in proper condition at move-out, the landlord did not provide evidence establishing the condition of the door or door hardware at the beginning of the tenancy. Further, no evidence was provided demonstrating that the full replacement of the door—rather than repair or reinstallation—was required due to the tenant's actions or negligence. As the landlord has not met the burden of proof required to show that the tenant's conduct necessitated the replacement of the door, I find that the landlord has not proven that the claimed \$50.00 replacement cost was necessary.

36. Accordingly, the landlord's claim for \$50.00 for the closet door replacement does not succeed.

#5: Entry lock replacement \$160.99.

37. I accept both parties' testimony regarding the entry lock and the issue of keys not being returned at the end of the tenancy. The landlord stated that the lock required replacement for security reasons, while the tenant maintained that the landlord had spare keys and that replacement was unnecessary.

38. The cost of changing an entry lock is generally considered a normal expense associated with the operation of a rental business. In the absence of evidence showing that the replacement was required for reasons beyond standard business practice, the landlord has not met the burden of proof necessary to support a compensation.

39. Accordingly, I find that the landlord's claim for \$160.99 for the replacement of the entry lock does not succeed.

Decision

40. The landlord's claim for compensation paid for damages succeeds in the amount of \$351.50.

Issue # 2: Security deposit to be applied against any monies owed \$505.00;

Analysis

41. 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).*

65. The landlord's claim for losses has been successful as per paragraph 65 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 interest in 2024-2025 was 1%, the annual interest in 2026 is 0%.

Decision

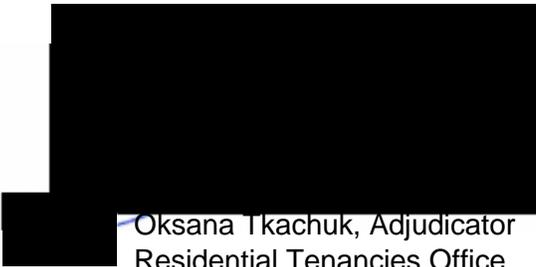
66. Security deposit plus interest of \$505.42 to be applied against monies owed.

Summary of Decision

67. The landlord shall retain \$351.50 from the Security Deposit to cover *compensations paid for damages*.

February 27, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office