

Residential Tenancies Tribunal

Application 2025-1103-NL & 2025-1148-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 7-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondents and counter applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” attended by teleconference.
4. [REDACTED] was added to the tenant’s application as a respondent and [REDACTED] was added to the landlord’s application as an applicant.

Preliminary Matters

5. The tenant submitted an affidavit with her application stating that she had served [REDACTED] with the Notice of Hearing electronically by email on 10-December-2025 (TT#1). Dorothy Tracey Smith confirmed receipt of the document on that date and [REDACTED] waived service. The landlords countered the claim and submitted a copy of an affidavit stating that they had served the tenant with the Notice of Hearing electronically by email on 24-December-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.
6. There was a written month-to-month rental agreement which commenced on 1-February-2024. The tenant vacated the unit on 3-November-2025. Rent was \$500.00 per month, due on the first day of each month. A security deposit of \$175.00 was paid on 20-January-2024 and is in the landlord’s possession. There was a second tenant listed on the rental agreement; however, this **was not** a joint tenancy. Both tenants entered into an individual landlord tenant relationship renting separate rooms with shared spaces.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of security deposit \$175.00
8. The landlords are seeking:
 - Compensation paid for damages \$175.00

- Security deposit applied against monies owed \$175.00

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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises.

Issue # 1: Compensation paid for Damages \$175.00

Relevant Submissions

11. The landlord's testified that there were minor damages to the unit which needed to be repaired, and they are seeking to retain the security deposit to cover the cost of materials to complete the work. The landlords submitted a copy of a damage's ledger (LL#2) and a breakdown of the cost of materials to support the claim (LL#3). See copy of damages ledger below:

Photos	Damage	Brushes Sanding Paint Primer
1) + 2)	Kitchen Table	50.00
3)	Small Island	50.00
4)	Sofa staining	25.00
5)	Breakfast bar damage	50.00

Landlord's and Tenant's Positions

12. The landlords testified that there was damage to 4 different areas of the unit, and they testified that another tenant who resided at the premises for a portion of the time told them that she saw the respondent cause the damage during her stay in the unit. The landlords submitted photographs of the damages to support the claim (LL#4).
13. The tenant did not dispute that most of the damage occurred, however she testified that some of the damage was caused by the other tenant who shared the common space with her. The tenant submitted walk through videos to show the condition of the unit when she vacated (TT#2). The tenant offered the landlord's \$50.00 from the security deposit for the damages.
14. The landlord's and the tenant's position on each item is as follows:

Item # 1: Kitchen table – The landlords testified that the kitchen table was damaged due to hot plates or pots which caused the surface to turn white and bubble. The landlords are seeking the cost of materials to sand, prime and paint the table.

The tenant disputed that she caused the damage to the table as seen in the landlord's exhibit, and she testified that she witnessed the other tenant cause the damage to the right side of the table. The tenant however did not dispute that she also caused minor damage to her side of the table by laying a hot plate on the surface causing it to bubble and she stated that she is willing to pay \$50.00 for the damage.

Item # 2: Small Island – The landlords testified that the small island with a wooden top was damaged due to a large burn mark on the surface and they are seeking the cost of materials to repair the wooden top.

The tenant disputed that she caused the damage to the wooden top of the small island as seen in the landlord's exhibit, and she testified that she witnessed the other tenant cause the damage.

Item # 3: Sofa stains – The landlords testified that the sofa had stains on one side of it which is indicative of something having been spilled over the fabric staining the material and they stated that they were unable to remove the stains.

The tenant disputed that she caused the damage to the sofa and stated that she does not recall seeing the damage to the sofa.

Item # 4: Breakfast bar damage - The landlords testified that the blue painted breakfast bar had damage to the wooden top portion and needed to be sanded, primed, and painted and they are seeking the cost of materials to repair the wooden top.

The tenant disputed that she caused the damage to the breakfast bar, and she stated that she does not recall seeing the damage as that area was usually covered with the microwave.

Analysis

15. 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;*
- *The value to repair or replace the damaged item(s)*

16. I accept the landlord's testimony that the other tenant who resided at the unit had informed them that she was not responsible for the damage. However, the respondent disputed most of the claims, which means that the onus is on the landlords to show that the respondent is responsible for the damage through a willful or negligent act.

17. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlords could show that the damage exists; however, they failed to show that the tenant was negligent in causing the damage. When renting rooms with shared spaces, it is imperative that the landlord show without a doubt who caused the damage and as the tenant disputed all damages except the kitchen table, I find that the tenant is responsible for the cost of materials to repair the kitchen table in the amount of \$50.00.

Decision

18. The landlord's claim for compensation paid for damages succeeds in the amount of \$50.00.

Issue # 2: Security deposit against monies owed Refund of Security Deposit

Analysis

19. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

20. The landlord's claim for losses has been successful as per paragraph 18 above, 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 rate for 2024 and 2025 is 1%.

Decision

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

22. The tenant's claim for refund of security deposit partially succeeds.

Summary of Decision

23. The landlords shall refund the security deposit in part to the tenant plus interest in the amount of \$128.41

24. The tenant shall pay the landlords \$0.00 as follows:

Compensation for damages	\$50.00
Less: partial security deposit	50.00
Total	\$0.00

January 12, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office