

## Residential Tenancies Tribunal

Application 2025-1130-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was held at 1:50 p.m. on 15-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants” attended via teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenants with the notice of hearing electronically via e-mails on 21-December-2025 (LL#1). The tenants 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 fixed-term rental agreement commencing in September-2019 for one year, after which the tenancy transferred to a month-to-month arrangement. The tenants vacated the property on 31-October-2025. The tenants stated that they received a Notice of Rent Increase in March, which increased the rent from \$675.00 to \$875.00 effective September-2025. They stated that the notice did not indicate that cable and internet would be charged separately. However, upon further discussion, the tenants acknowledged that they had been paying an additional \$50.00 for cable and Internet prior to September. I therefore accept that this payment was a part of the parties’ agreement from the beginning of the tenancy, even though it was not referenced in the rental increase notice. Accordingly, I find that the rent payable was \$925.00 per month, including cable and internet, due on the first of each month. A security deposit of \$350.00 was collected on 20-August-2019 and remains in the landlord’s possession.

### Issues before the Tribunal

6. The landlord is seeking:
  - Rent paid \$925.00;
  - Damages \$350.00
  - Security deposit to be applied against any monies owed \$350.00.

## 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 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 \$925.00

#### Landlord's Position:

9. The landlord testified that they are seeking rent for the month of October, to be paid in full. The landlord stated that no rent was received for October, and that the tenants remain in arrears for that month. The landlord explained that multiple termination notices were issued in October (LL#2,3,4) and served personally at the same date they were issued, such as:
  - termination notice was issued on 1-October under the Section 24 of the *Act*, requiring tenants to vacate on 1-October, and was turned by the landlord to vacate on 6-October-2025, and
  - termination notice was issued on 1-October under Section 18 of the *Act*, requiring tenants to vacate by 1-January-2026, and
  - termination notice was issued on 11-October under the Section 19 of the *Act*, requiring tenants to vacate on 21-October-2025.

#### Tenant's Position:

10. The tenants did not dispute that rent for the month of October was not paid. However, the tenants testified that the landlord decided to terminate the tenancy following an interaction related to a request for a replacement toilet seat. The tenants stated that the existing toilet seat was damaged and required replacement. According to the tenants, the landlord provided a replacement toilet seat that had visible stains and discoloration. The tenants testified that they refused to accept this toilet seat, as they did not consider it to be an appropriate or hygienic replacement. The tenants further testified that during this interaction, the landlord stated that they were now being evicted.
11. The tenants confirmed that they received two termination notices in October. They testified that:
  - One notice was served on 1-October-2025, requiring them to vacate on 1-October-2025, and
  - A second notice was also served on 1-October-2025 under Section 18 of the *Act*, requiring them to vacate by 1-January-2026.
12. The tenants claimed that both termination notices were invalid, citing the service date and termination dates as improper.

## Analysis

13. I acknowledge that there is a dispute between the landlord and the tenant regarding the validity of the termination notice. However, the determination of rental monies owing is not contingent upon whether the termination notice is valid. The assessment of rent arrears is based on the parties' obligations under the *Residential Tenancies Act, 2018* and the rental

agreement for the period in which the tenant remained in possession, regardless of the outcome of the notice issue

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. Based on the evidence and testimony of both parties, I accept that rent for the month of October, in the amount of \$925.00, was not paid. I further accept that the tenants vacated the rental premises on 31-October-2025, and that they remained in possession and continued to occupy the unit throughout the month.
16. Given that the tenants remained in possession of the premises throughout October, I find that the tenants are responsible for payment of rent for the time they occupied and used the rental property. Accordingly, the landlord is entitled to \$925.00 rent payment.

### Decision

17. The landlord's claim for rent succeeds in the amount of \$925.00.

### Issue # 2: Compensation paid for damages \$350.00.

#### Relevant Submission

18. The landlord submitted the damages ledger to support their claim, see copy below:

1	→ Clean + Shampoo carpets	\$600
2	Deep (Will need replacement)	
3	in future	
4	Replace toilet Seat	\$60.00
5		
6	Repaint apartment +	\$500.00
7	repair nail holes in walls	
8		
9	Patch hole in laundry	
10	room canvas flooring,	\$100.00
11		
12	General Cleaning	\$350.00
13	of apartment Fee	

#### Landlord's Position

19. The landlord is seeking compensation in the amount of \$350.00, equivalent to the full security deposit, for damages and cleaning required after the tenants vacated the rental unit.
20. The landlord stated that, although they incurred expenses exceeding \$1,600 for renovations, labor, and materials, as per the damages ledger submitted, they are only seeking \$350.00, which they believe to be a reasonable amount. The landlord testified that the work completed included repainting the unit, repairing approximately 100 nail holes in

the walls, washing the walls, and performing extensive cleaning. The landlord further stated that the carpets required cleaning, including additional cleaning due to the tenants having pets that were not permitted under the tenancy agreement. The landlord indicated that the cleaning included the carpet, refrigerator, stove, cupboards, and other areas of the unit. They testified that the cleaning and repairs took five days, completed by the landlord and their spouse, and involved labor, materials, and the rental of a carpet cleaner.

21. The landlord stated that the cost of cleaning alone amounted to \$350.00, and therefore believes the amount claimed is reasonable. The landlord submitted photographic evidence to show the condition of the unit in support of their claim (LL#5).

#### Tenant's Position:

22. The tenants disputed the landlord's claim. The tenants stated that they left the unit in a clean condition, noting that the only area that may have been overlooked was the laundry room. They testified that they removed footwear while using the carpet and left the carpets clean. The tenants stated that they had cleaned the carpets and believe any remaining condition would fall under normal wear and tear.
23. The tenants further stated that the unit had not been painted for at least six years, and that the nail holes referenced by the landlord were from pictures that were permitted by the landlord during the tenancy. They denied responsibility for a hole located in the laundry area, stating that such damage was not present in their unit, and suggested that the landlord may have confused their unit with another apartment.
24. The tenants also denied responsibility for the replacement of a toilet seat and for additional cleaning. They testified that the refrigerator, stove, cupboards, and other areas were left clean. The tenants stated that they were still cleaning the unit on the day of move-out and remained in the unit until approximately 12:00 a.m., after the landlord requested that they vacate.
25. The tenants denied receiving photographic evidence related to the cleaning, toilet seat and cupboards, but stated that they did receive photographic evidence related to conditions. As a result, they dispute the landlord's claim for damages and cleaning costs.

#### **Analysis**

26. 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).*
27. I accept that the landlord submitted photographic evidence showing the condition of the carpets. However, when asked whether any evidence was submitted regarding the overall condition of the unit prior to the start of the tenancy, or general cleanliness at the end of the tenancy—the landlord confirmed that such evidence was not provided to the tenant. As this evidence was not properly served, it cannot be accepted for the purpose of this Decision. Accordingly, the landlord has failed to demonstrate the cleanliness of the unit and condition of the walls at the end of the tenancy.

28. With regards to repainting and wall repairs, both parties agreed that the unit had not been painted for at least six years, and the tenants testified that the walls already had patched areas at the commencement of the tenancy. The tenants also stated that the landlord permitted them to hang pictures. As the landlord failed to submit sufficient evidence demonstrating that repainting or wall repair was required due to tenant-caused damage, I find that this portion of the claim does not succeed.
29. Regarding the general cleaning of the unit, the tenants disputed the landlord's claim and testified that the unit was cleaned prior to departure, aside from the possibility that the laundry room may have been overlooked. As no cleaning-related evidence was properly submitted, the landlord has not met the evidentiary burden for this portion of the claim. Further, the landlord failed to provide sufficient evidence regarding the age and condition of the toilet seat, the cost of replacement, the condition of the flooring, or any repair costs associated with it repairs, nor did they submit evidence supporting repainting or general cleaning. As a result, the landlord has not met the burden of proof required under Policy 9-3. However, as the tenants acknowledged that the laundry room may not have been fully cleaned, I find, on a balance of probabilities, that awarding one hour of self-labor for the landlord to complete this cleaning is reasonable. All other portions of the landlord's claim for damages and cleaning do not succeed.
30. According to Residential Tenancies *Policy 9-3*, where a landlord carries out repair work themselves, they may claim the cost of personal labor. The policy provides that a landlord may claim the provincial minimum wage rate plus \$8.00 per hour for each hour of personal labor. As the current minimum wage in Newfoundland and Labrador is \$16.00 per hour, the applicable self-labor rate is \$24.00 per hour. Accordingly, the landlord is awarded \$24.00 for one hour of labor.

### **Decision**

31. The landlord's claim for compensation paid for damages succeeds in the amount of \$24.00.

### **Issue # 3: Security deposit to be applied against any monies owed \$350.00**

### **Analysis**

32. 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).

33. The landlord's claim for losses has been successful as per paragraphs 17 and 31 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 2019-2023 was 0%, the interest in 2024-2025 was 1%, and the annual interest in 2026 is 0%.

**Decision**

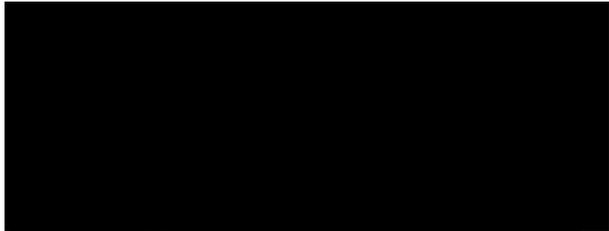
34. Security deposit plus interest of \$357.00 is to be applied against monies owed.

**Summary of Decision**

35. The tenants shall pay the landlord \$592.00 as follows:

Rent.....	\$925.00
Damages .....	\$24.00
<b>Less than Security Deposit .....</b>	<b>\$357.00</b>
<b>Total .....</b>	<b>\$592.00</b>

February 17, 2026  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office