

Residential Tenancies Tribunal

Application 2025-1140-NL & 2026-0022-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:54 p.m. on 3-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference. The applicant, [REDACTED], hereinafter referred to as “the tenant” did not attend.
3. The respondents and counter applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as “the landlords” attended by teleconference.

Preliminary Matters

4. The tenants submitted 2 affidavits with their application stating that they had served the landlords with the Notice of Hearing via pre-paid registered mail on 30-December-2025 (TT#1). The landlords confirmed receipt of the documents and countered the claim. The landlords submitted 2 affidavits with their application stating that they had served the tenants with the Notice of Hearing via pre-paid registered mail on 19-January-2026 (LL#1). The tenant confirmed that both she and the other tenant received the documents. 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 3-May-2025. The tenants vacated the unit on 30-November-2025. Rent was \$1000.00 per month, due on the first day of each month. A security deposit of \$750.00 was paid on 3-May-2025 and is in the landlord’s possession.
6. The landlords were asked during the hearing if they were claiming \$69.15 for hearing expenses at which time landlord 1 responded that they were. That amount was incorrect and adjusted based on receipts submitted. The tenant’s application has been amended to include hearing expenses.

Issues before the Tribunal

7. The tenants are seeking:
 - Refund of security deposit \$750.00

- Hearing expenses \$79.42
8. The landlords are seeking:
- Compensation paid for damages \$2352.89
 - Compensation for inconveniences \$550.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$750.00

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 are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises and Section 9-5: Depreciation and life expectancy of property.

Issue # 1: Compensation paid for Damages \$2352.89

Relevant Submission

11. The landlords testified that there were damages to the unit which needed to be repaired / replaced, and they are seeking \$2352.89 to cover the cost of materials and labor to complete the work. The landlords submitted a copy of a damage's ledger to support the claim (LL#2). See breakdown of damages ledger below:

Damages Ledger 2025-1140-NL & 2026-0022-NL		
Damages / losses	Amount	Total
Replace & install 3 window screens	\$288.77	\$288.77
Replace baseboard heater	\$178.24	\$467.01
Replace and install stovetop	\$1,075.19	\$1,542.20
Replace and install fridge door	\$810.69	\$2,352.89

Landlord's and Tenant's Positions

12. The landlords testified that there were damages to the unit which involved window screens, a heater, the stove and the refrigerator and landlord 2 stated that they didn't realize how high the cost would be to replace those items until they received quotes. Tenant 1 stated that the landlords had wanted to enter into an agreement with her to retain a portion of the security deposit to cover the damages, which was a lot less than the claim put forth, and she stated that when she declined the offer, the amounts sought by the landlords were increased drastically out of retaliation. The landlord's and the tenant's position on each item are as follows:

Item # 1: Replace & install 3 window screens (\$288.77) – The landlords testified that a window screen was damaged and 2 others were missing and they are seeking \$111.09 to cover the cost to purchase 3 screens and \$177.68 to have the screens installed. The landlords submitted a photograph of the damaged screen (LL#3) and a copy of an invoice and a quote from [REDACTED] to support the claim (LL#4).

Tenant 1 did not dispute that they damaged the screens, nor did she dispute paying \$111.09 to replace the screens, however she disputed that the landlords needed to pay someone to install the window screens, and she stated that the high charge for installation is out of retaliation.

Item # 2: Replace baseboard heater (\$178.24) – The landlords testified that a baseboard heater located in the living room area was defaced with some type of dye or paint on the front of it which they stated was permanent. The landlords are seeking \$178.24 to cover the cost to replace the heater. The landlords submitted a photograph of the heater (LL#5) and a copy of a quote from [REDACTED] to support the claim (LL#6).

Tenant 1 did not dispute that something got dropped on the heater, most likely a blanket leaving the dye on the face of the heater, however she disputed that the dye affected the functionality of the heater, and she stated that she is doubtful that the dye is permanent and most likely can be removed with alcohol.

Item # 3: Replace & install stovetop (\$1075.19) – The landlords testified that the stovetop was damaged with scratches and burn marks which cannot be repaired and they are seeking \$1075.19 to cover the cost to purchase a new stovetop and to have it installed. The landlords submitted a photograph of the damaged stovetop (LL#7) and a copy of a quote from [REDACTED] to support the claim (LL#8).

Tenant 1 did not dispute that there were marks on the stovetop, however she disputed that the marks were actual damage to the stovetop and she stated that the burn marks can most likely be removed. The tenant stated that the marks do not affect the functionality of the stove.

Item # 4: Replace & install refrigerator door (\$810.69) - The landlords testified that the bottom door to the refrigerator has 2 dents which are very noticeable which defaces the refrigerator, and they are seeking \$810.69 to cover the cost to replace the door and have it installed. The landlords submitted photographs of the damaged door (LL#9) and a copy of a quote from [REDACTED] to support the claim (LL#10).

Tenant 1 did not dispute that the damage to the door occurred during the tenancy, however she disputed that the dents were noticeable and stated that the dents do not affect the functionality of the refrigerator.

Analysis

13. 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)*

14. Based on the testimony of the landlords and the tenant and based on the exhibits entered into evidence, each item is analyzed as follows:

Item # 1: Replace & install 3 window screens (\$288.77) – As tenant 1 did not dispute that they damaged the window screens, nor did she dispute reimbursing the landlords for the cost to replace the screens, I find that the tenants are responsible for the cost to replace the screens. I asked the landlords the age of the screens, and landlord 1 responded that they were approximately 2 years old when the tenancy ended. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property

shall be taken into consideration when awarding compensation for damages. Research shows that window screens have a 12-year life span and as the screens were only 2 years old, they have approximately 83% of their life cycle remaining. I find that the tenants are responsible to reimburse the landlords for the cost to replace the window screens in the amount of \$92.20 ($\$111.09 \times 83\%$).

With regards to the cost of labor to have 3 window screens installed, I agree with the tenant that \$177.68 is unreasonable. I asked the landlords why they couldn't install the window screens themselves and landlord 1 responded that it was difficult as the screens were located on the exterior of the windows. I accept the landlord's testimony that the screens may have been difficult to install, however I do not accept that it required the services of a professional. Window screens are designed to be removed and installed again. As the landlords only had a quote and failed to show that they actually used the services of a professional to install the window screens, the daily rate of self-labor shall be applied. I find that it is reasonable to expect that 3 window screens can be installed in 1 hour and as such, I find that the tenants are responsible for the cost of installing the window screens at the allowable rate of \$24.00.

The tenants are responsible for the cost to replace and install the window screens in the amount of \$116.20.

Item # 2: Replace baseboard heater (\$178.24) – Tenant 1 did not dispute that the damage to the heater occurred during the tenancy, and in accordance with Section 9-3 of the *Policy* as stated above, the landlords were able to show the cost to replace the heater. I agree with tenant 1 that the dye on the face of the heater does not affect the functionality of the heater. However, it does deface the heater as stated by landlord 1 and I find that the tenants are responsible for the cost to replace the heater. I asked the landlords the age of the heater and landlord 1 responded that it was approximately 2 years old at the end of the tenancy. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property shall be taken into consideration when awarding compensation for damages. Research shows that baseboard heaters have a 25-year life span and as the heater is only 2 years old, it has approximately 92% of its life cycle remaining. I find that the tenants are responsible for the cost to replace the baseboard heater in the amount of \$163.98 ($\$178.24 \times 92\%$).

Item # 3: Replace & install stovetop (\$1075.19) - Tenant 1 did not dispute that there were burn marks on the stovetop; however, she disputed that the marks caused any damage to the stovetop that could not be removed and she disputed that the marks affected the functionality of the stove. I agree with the tenant that the marks do not affect the functionality of the stove. However, based on the exhibit entered into evidence, I find that the marks are permanent and do deface the stovetop. In accordance with Section 9-3 of the *Policy* as stated above, the landlords were able to show the cost to replace the stovetop, and I asked the landlords the age of the stove and landlord 1 responded that it was approximately 2 years old at the end of the tenancy. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, electric stoves have a 13-year life span and as the stove was 2 years old, it has approximately 85% of its life cycle remaining. I find that the tenants are responsible for the cost to replace the stovetop including labor in the amount of \$913.91 ($\$1075.19 \times 85\%$).

Item # 4: Replace & install refrigerator door (\$810.69) - Tenant 1 did not dispute that the dents to the refrigerator door occurred during the tenancy; however, she disputed that the dents to the door affected the functionality of the refrigerator. I agree with the tenant that the dents do not affect the functionality of the refrigerator; however, based on the exhibits entered into evidence, I find that the dents are permanent and do deface the refrigerator. In accordance with Section 9-3 of the *Policy* as stated above, the landlords were able to show the cost to replace the refrigerator door, and I asked the landlords the

age of the refrigerator and landlord 1 responded that it was approximately 2 years old at the end of the tenancy. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, refrigerators have a 13-year life span and as the refrigerator was 2 years old, it has approximately 85% of its life cycle remaining. I find that the tenants are responsible for the cost to replace the refrigerator door including labor in the amount of \$689.09 (\$810.69 x 85%).

Decision

15. The landlord’s claim for compensation paid for damages succeeds in the amount of \$1883.18.

Issue # 2: Compensation Paid for Inconvenience \$550.00

Relevant Submission

16. The landlords testified that they were inconvenienced due to the actions of the tenants, and they are seeking \$550.00. The landlords submitted a copy of an inconvenience’s ledger to support the claim (LL#11). See breakdown of inconveniences ledger below:

Inconveniences Ledger 2025-1140-NL & 2026-0022-NL		
Inconveniences	Amount	Total
Cleaning Stovetop	\$50.00	\$50.00
Cleaning outside	\$100.00	\$150.00
Preparing documents	\$50.00	\$200.00
Labor to install baseboard heater	\$50.00	\$250.00
Plastering and painting	\$300.00	\$550.00

Landlord’s and Tenant’s Positions

17. The landlord’s and the tenant’s position on each item are as follows:

Item # 1: Cleaning Stovetop (\$50.00) – The landlords testified that they attempted to clean the stovetop as to make it somewhat presentable for the new tenants while waiting for the new stovetop to be installed, and they are seeking \$50.00 for 1 hour of their time to complete the work.

Tenant 1 did not dispute that it would take 1 hour to clean the burned marks of the stovetop.

Item # 2: Cleaning outside (\$100.00) – The landlords testified that there were cigarette butts left on the grounds around the premises, and they are seeking \$100.00 for 1 hour of their time to clean up the area. The landlords submitted a photograph of the butts on the ground to support the claim (LL#12).

Tenant 1 did not dispute that she left cigarette butts on the ground which needed to be cleaned up; however, she disputed that it would take 1 hour to pick them up and she disputed the amount of \$100.00 to complete the work.

Item # 3: Preparing documents (\$50.00) – I did not allow the landlords to speak on this item as it falls under “the cost of doing business”.

Item # 4: Labor to install baseboard heater (\$50.00) - The landlord testified that he will be inconvenienced with the task of having to remove the baseboard heater and install the new one and he is seeking \$50.00 for 1 hour of his time to complete the work.

Tenant 1 disputed any labor costs to install a baseboard heater as she has disputed that a new heater was necessary.

Item # 5: Plastering and painting (\$300.00) - The landlords testified that there was damage to several walls in the unit that required plaster work and paint, and they are seeking \$300.00 for the cost of materials and labor to have the walls repaired. The landlords submitted photographs of the walls to support the claim (LL#13).

Tenant 1 did not dispute that there was some wear and tear to the walls, however she disputed that they should be responsible for the cost to plaster and paint as the walls were not freshly painted when they took possession. The tenant also testified that there was damage to the wall above the porch.

Analysis

18. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

19. In accordance with Section 47 of the *Act* as stated above, an Order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their time when renting units to tenants or dealing with tenancy issues. I find that the use of a landlord's personal time to deal with issues falls under "*the cost of doing business*" and this tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. The items listed on the landlord's inconvenience ledger that involve the landlords personal time for conducting business as a landlord shall not be analyzed as inconveniences; however, items that should have been listed as damages / losses to the landlord will be analyzed.

Item # 1: Cleaning Stovetop (\$50.00) – I accept that the landlords had to clean the burned marks from the stovetop to make it presentable for the new tenants while awaiting the arrival of the new stovetop. However, I find that it would be unfair to ask the tenants to pay for the cost to clean a stovetop that they have been ordered to replace. For those reasons, I find that the tenants are not responsible for the cost of cleaning the stovetop.

Item # 2: Cleaning outside (\$100.00) – Based on the exhibits entered into evidence, I do not accept that it would cost the landlords \$100.00 to pick up approximately 50 cigarette butts. The allowable rate for self-labor is \$24.00 per hour, and it is reasonable to expect that the landlords could have removed the cigarette butts from the ground in $\frac{1}{4}$ of an hour. I find that the tenants are responsible for the cost of cleaning outside in the amount of \$6.00 ($\$24.00 \times \frac{1}{4}$).

Item # 3: Preparing documents (\$50.00) – This item will not be analyzed for the purpose of this decision as it falls under "the cost of doing business".

Item # 4: Labor to install baseboard heater (\$50.00) – I accept the landlord's testimony that it will take approximately 1 hour to remove the existing baseboard heater and to install the new baseboard heater. The allowable rate for self-labor is \$24.00 per hour, and as such I find that the tenants are responsible for the cost of installing the baseboard heater in the amount of \$24.00.

Item # 5: Plastering and painting (\$300.00) – Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, the landlords could show that damage to the walls exists, and they could show that the tenants were negligent in causing the damage. However, the landlords failed to show the cost to repair the walls and paint the affected areas. There are 5 walls affected with less than 20 spots that need a small amount of repair work followed by a touch up of paint. Research shows that a Drydex repair kit costs \$16.09, a gallon of interior paint costs \$41.73 on average (research taken from www.kent.ca) and it is reasonable to expect that it will take the landlords approximately 5 hours of self-labor to complete the work (\$120.00). As the landlords are only seek compensation to repair the walls and not a full paint job, depreciation shall not be taken into consideration. I find that the tenants are responsible for the cost of repairing and touching up the affected areas of the walls in the amount of \$177.82.

Decision

20. The landlord's claim for compensation for additional damages succeeds in the amount of \$207.82.

Issue # 3: Hearing Expenses

Analysis

21. The tenants incurred postal expenses in the amount of \$44.71 and printing expenses in the amount of \$34.71 to assist with the preparation of the hearing. The landlords paid an application fee of \$20.00 to *Residential Tenancies* and both parties submitted copies of the receipts to support their claims (LL#14).
22. In accordance with Section 12-1 of the *Policy*, filing fees and postal charges are claimable costs. Also, any costs incurred in the preparation for a hearing, such as developing photographs and photocopying documents, are allowable costs. As the tenant's claim was not successful, they cannot claim any hearing expenses. As the landlords claim for losses has been successful, the tenants shall reimburse the landlords for their hearing expenses.

Decision

23. The tenant's claim for hearing expenses does not succeed.
24. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 4: Security deposit applied against monies owed Refund of Security Deposit

Analysis

25. 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.

26. The landlord's claim for losses has been successful as per paragraphs 15, 20 and 24 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 2025 was 1% and is currently 0% for 2026.

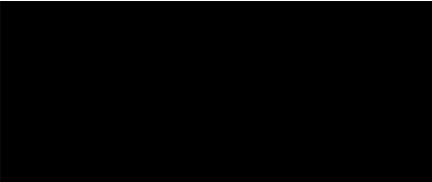
Decision

- 27. The tenant's claim for refund of security deposit does not succeed.
- 28. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

- 29. The tenant's claim for refund of security deposit and hearing expenses does not succeed.
- 30. The tenants shall pay the landlords \$1356.01 as follows:

Compensation for damages	\$1883.18
Comp. for additional damages	207.82
Hearing expenses	20.00
Less: security deposit & interest.....	754.99
 Total	 \$1356.01



Pamela Pennell, Adjudicator
Residential Tenancies Office

February 9, 2026

Date