

Residential Tenancies Tribunal

Application 2026-0021-NL
Counter application 2026-0139-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:52 p.m. on 9-March-2026.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED] represented by [REDACTED] hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via email on 23-January-2026 (TT#1). The landlord acknowledged receiving the notice on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The landlord submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via emails on 10-February-2026 (LL#1,2). The tenants acknowledged that they received 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 of both applications.
6. There was a written fixed-term rental agreement which commenced on 12-May-2024 for one year and then transferred into a month-to-month agreement. The tenants vacated on 30-July-2025. Rent was \$1500.00 per month due on 1st of each month. A security deposit of \$1125.00 was collected on 29-April-2024 and is in the landlord’s possession.

Issues before the Tribunal

7. The tenants are seeking:
 - Refund of Security Deposit \$1125.00.
8. The landlord is seeking:
 - Compensation paid for damages \$5520.00;
 - Security Deposit to be applied against any monies owed \$1125.00;

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, and Section 9-3 of the *Policy: Compensation for Damages to rental premises*.

Issue # 1: Compensation paid for damages \$5520.00.

Relevant Submissions:

11. The landlord is seeking compensation for replacement of bathroom flooring, repainting the unit and cleaning the unit after the tenants vacated.

#1: Bathroom floor replacement \$2300.00

Landlord's Position:

12. The landlord is seeking compensation for damages to the rental unit of \$2300.00 for the replacement of the bathroom floor. The landlord stated that this amount represents the total cost for removing and replacing the flooring and subfloor, as well as the labour and materials required to complete the work.
13. The landlord testified that the unit had been freshly renovated less than one year prior to the tenants moving in, and that the vinyl flooring in the bathroom was in new condition at the beginning of the tenancy. According to the landlord, the flooring was completely damaged due to flooding in the bathroom during the tenancy. The landlord further stated that the tenants are newcomers from Nigeria and suggested that they may have different standards of living. The landlord alleged that the tenants did not use a shower curtain while showering, which he believes caused water to escape onto the bathroom floor. The landlord explained that the household consisted of two adults and four children, and he believes that repeated flooding from shower use caused significant damage.
14. The landlord testified that the bathroom floor was severely damaged, requiring the removal and replacement of the subfloor. He stated that the repair process involved removing the toilet, treating the area with special chemicals, and installing a new subfloor and flooring before reinstalling the toilet. Based on these circumstances, the landlord submits that the tenants are responsible for the damage and seeks reimbursement of \$2300.00 as per receipt submitted into evidence (LL#3).

Tenants' Position:

15. The tenants dispute that they are responsible for any damage to the bathroom flooring. They stated that the house was older and had pre-existing issues. The tenants testified that they submitted photographic evidence showing the condition of the unit upon vacating (TT#2).
16. The tenants stated that they do not recall any damage to the flooring in the shower area. However, they explained that the unit was located on the ground floor and had characteristics of a basement apartment, which resulted in significant moisture in the unit,

including on the floors. The tenants testified that they regularly cleaned and mopped the floors to address the moisture.

17. The tenants further stated that they are very tidy and careful tenants and that they always used shower curtains while showering. According to the tenants, they used two curtains: a plastic curtain on the inside of the shower and a fabric curtain on the outside.
18. Additionally, the tenant testified that, due to the age of the unit, there were other issues during the tenancy, including a leak from the ceiling in one of the bedrooms. The tenants stated that the landlord never raised concerns with them about the condition of the unit during the tenancy. The tenants stated that they requested the return of their security deposit and believe that the landlord's claim is not made in good faith. They further submitted that the landlord has not provided sufficient evidence to support the claim for damages.

#2: Repainting the unit \$2200.00

Landlord's Position:

19. The landlord is seeking \$2200.00 for repainting the entire unit. They stated that this amount represents the cost of labour and materials required to repaint the walls and trims throughout the rental unit.
20. The landlord testified that the unit had been freshly painted less than one year prior to the tenants moving in. They stated that when the tenants vacated the premises, the walls were in poor condition and the entire unit required repainting. According to the landlord, the tenancy involved two adults and four children between the ages of 6 and 17, and they indicated that one of the children had special needs. The landlord stated that they observed numerous marks and damage on the walls, including food residue, drawings, writings, and marks made with crayons, pencils, and pens. The landlord also alleged that urine was found on one of the walls.
21. Based on the condition of the walls after the tenants vacated, the landlord submit that the damage went beyond normal wear and tear and that the tenants are therefore responsible for the cost of repainting the entire unit.

Tenants' Position:

22. The tenants dispute the landlord's claim for repainting costs. They testified that they submitted video evidence showing the condition of the unit at the time they vacated (TT#3,4) showing that the unit was left clean and in good condition. They specifically dispute the landlord's allegations that there were drawings, writings, food residue, or marks made with crayons, pencils, or pens on the walls. The tenants also strongly deny the landlord's statement that there was urine on one of the walls, stating that such an allegation is not accurate. The tenants maintain that the evidence they submitted demonstrates the actual condition of the unit when they vacated and that the landlords' claim for repainting the entire unit is not justified.

#3: Cleaning \$720.00

Landlord's Position:

23. The landlord is seeking compensation for cleaning the rental unit and removing garbage left behind at the end of the tenancy. The landlord stated that the unit required extensive

cleaning due to the condition in which it was left. The landlord testified that the tenants had different standards of cleanliness and that the unit was left very dirty, with garbage throughout the premises. The landlord stated that the floors required multiple cleanings, particularly due to a strong urine smell in the unit. According to the landlord, special cleaning products containing enzymes were required to remove the odour.

24. The landlord further stated that the refrigerator was left in very poor condition, with food residue and meals stuck to the interior, requiring extensive cleaning. The landlord also testified that cupboards and other surfaces required cleaning with specialized chemicals. The landlord stated that the entire unit had a strong unpleasant odour and required significant effort to restore it to a rentable condition. In addition, the landlord testified that the tenants left furniture, mattresses, and other garbage in the unit when they vacated.
25. Based on the condition of the unit, the landlord stated that it took approximately 16 hours for cleaners to complete the cleaning, and they are seeking compensation for this work as per invoice submitted (LL#4).

Tenants' Position:

26. The tenants disputed the landlord's claim in its entirety. They stated that the landlord did not submit any evidence to demonstrate what specifically required to be cleaned and therefore they felt unfair that the landlord portrayed them as untidy individuals. They explained that the rental unit was left in clean condition, explaining that the fridge, floors, cupboards were all thoroughly cleaned and that the premises were left in a "spic and span" state.

#4: Garbage removal \$300.00

Landlord's Position:

27. The landlord is seeking \$300.00 for garbage removal and disposal. The landlord testified that a significant amount of furniture and garbage was left in the unit after the tenants vacated.
28. According to the landlord, the items required two truckloads to remove. The landlord stated that the items included three beds, three mattresses with box springs, a couch, and a loveseat. The landlord further stated that these items were unusable and had to be disposed of, alleging that they were contaminated with human urine. Based on the number of items left behind and the work required to remove them, the landlord is seeking \$300.00 for disposal costs, as per invoice submitted (LL#4).

Tenants' Position:

29. The tenants disputed the landlord's claim regarding the number of items left in the unit. The tenants testified that one bed was already present in the unit when they moved in, and they therefore believe that it was not their responsibility to remove it. The tenants acknowledged that they left one additional bed with a mattress and one couch in the unit when they vacated. However, they dispute the landlord's statement that the larger number of items described by the landlord was left behind.

Analysis

30. 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).*

#1: Bathroom floor replacement \$2300.00

31. Pursuant to Residential Tenancies Policy 9-3, an applicant seeking compensation for damages must establish, on a balance of probabilities: (a) that the damage exists; (b) that the respondent is responsible for the damage through a willful or negligent act; and (c) the value of the repair or replacement. In this matter, the landlord bears the burden of proof.
32. While the landlord submitted a receipt for the cost of replacing the bathroom floor, the tenants disputed both the existence of damage attributable to them and any responsibility for causing such damage. The tenants further testified that the unit had pre-existing issues related to age and moisture and denied that flooding occurred due to their use of the shower. I find that the landlord has not provided sufficient evidence to establish that the damage to the bathroom flooring existed and was caused by a willful or negligent act of the tenants, such as inspection reports, photographs from the start or during the tenancy, or pre-existing conditions.
33. As the landlord has failed to meet the burden of proof required under Policy 9-3, the claim for compensation in the amount of \$2300.00 for replacement of the bathroom floor does not succeed.

#2: Repainting the unit \$2200.00

34. While the landlord testified that the walls were excessively damaged and required full repainting, the tenants disputed these allegations and submitted video evidence showing the condition of the unit at the time they vacated. I have reviewed the tenants' video evidence and find that it demonstrates walls that appear to be in generally normal condition, without excessive markings or damage of the nature described by the landlord. Even acknowledging that the burden of proof rests with the landlord, I find that the tenants' video evidence contradicts the landlord's assertions regarding the extent of damage. The landlord did not provide sufficient evidence to establish that the condition of the walls went beyond normal wear and tear.
35. As the landlord has not met the burden of proof required under Policy 9-3, the claim for \$2200.00 for repainting the unit does not succeed.

#3: Cleaning \$720.00

36. The landlord testified that the unit required extensive cleaning due to garbage, odours, and poor cleanliness, including allegations of urine odour and residue. The tenants disputed these allegations in their entirety and testified that the unit was left in clean condition, including the refrigerator, floors, cupboards, and surfaces.
37. While the landlord submitted an invoice for cleaning, they failed to provide evidence demonstrating the specific condition of the unit at the end of the tenancy or establishing that the level of cleaning required. The tenants disputed the allegations and denied leaving the unit in the condition described by the landlord. Allegations regarding odours, garbage,

and cleanliness were not corroborated by sufficient evidence to support the claimed cleaning costs.

38. As the landlord has failed to meet the burden of proof required under Policy 9-3, the claim for \$720.00 for cleaning does not succeed.

#4: Garbage removal \$300.00

39. The landlord testified that a significant quantity of furniture and garbage was left behind, requiring two truckloads for disposal. The tenants disputed this and testified that one bed was already present in the unit at the commencement of the tenancy. The tenants acknowledged leaving one additional bed with a mattress and one couch when they vacated but denied responsibility for the remaining items described by the landlord.

40. I find that the landlord has not provided sufficient evidence to establish that all items claimed were left behind by the tenants. As such, the landlord has not met the burden of proof for the full amount claimed. However, based on the tenants' admission that they left one bed with a mattress and one couch in the unit, I find it reasonable to conclude that the landlord incurred some disposal costs attributable to the tenants. In the absence of detailed evidence supporting the full amount claimed, I find that a nominal award of \$50.00 is fair and reasonable in the circumstances.

41. Accordingly, the landlord's claim for garbage removal succeeds in the amount of \$50.00.

Decision

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

Issue # 2: Refund of security deposit \$1125.00.

Security deposit to be applied against any monies owed \$1125.00

Analysis

43. 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).

44. The landlord's claim for losses has been successful as per paragraph 42 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

45. Security deposit plus interest of \$1143.84 to be applied against monies owed.

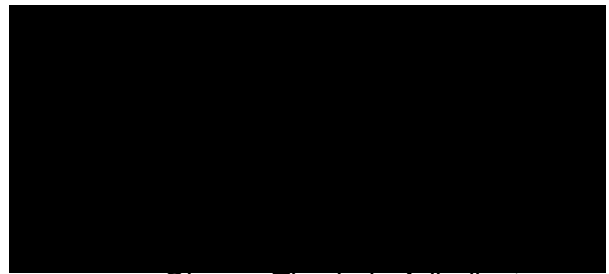
Summary of Decision

46. The landlord shall retain \$50.00 from the security deposit to cover *damages*.

47. The landlord shall refund the security deposit of \$1093.84 to the tenants.

March 23, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office

