

Residential Tenancies Tribunal

Application 2026-0106-NL & 2026-0166-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:52 p.m. on 10-March-2026.
2. The applicants, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.
3. The respondent and counter applicant, [REDACTED] (landlord 1), hereinafter referred to as “the landlord” attended by teleconference. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had the landlords served with the Notice of Hearing via pre-paid registered mail ([REDACTED]) on 5-February-2026 (TT#1). Landlord 1 confirmed receipt of the documents and the landlords countered the claim. The landlords submitted an affidavit with their application stating that they had served the tenants with the Notice of Hearing via pre-paid registered mail ([REDACTED]) on 16-February-2026 (LL#1). The tenants confirmed receipt of the documents. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a verbal month-to-month rental agreement which commenced on 1-November-2024. The tenants vacated the unit on 31-March-2025. Rent was \$1100.00 per month, due on the first day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The tenants are seeking:
 - Possessions returned – valued at \$4375.00
7. The landlords are seeking:
 - Compensation paid for damages \$3600.00
 - Rent paid \$2600.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*. 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: Possessions Returned – Valued at \$4375.00

Relevant Submission

9. The tenants testified that they were unable to collect some of their personal belongings from the unit due to the actions of the landlords and they are seeking \$4375.00 for the value of their belongings. The tenants submitted a copy of a possessions list to support the claim (TT#2). See copy of possessions list below. **Note:** amount on ledger differs from amount sought on application.

1	Skidoo	2500.00
2	Tools	100.00
3	Cleaning Supplies	50.00
4	Daughters belongings	250.00
5	Clothes	1000.00
6	Kitchenware - boiler	75.00
7	5 gallon bucket of screws	400.00
8	home decor	250.00

Tenant's and Landlord's Positions

10. The tenants testified that they vacated the unit on 31-March-2025 and after moving most of their personal belongings, they received a message from the landlords prohibiting them from accessing the premises to gather the remainder of their personal belongings. Landlord 1 did not dispute that some of the tenant's personal belongings are still at the premises. Each item is analyzed as follows:

Item # 1: Skidoo (\$2500.00) – The tenants stated that they made every effort to retrieve a skidoo after the landlord prohibited them from entering the premises which included contacting the *Police*. The tenants stated that the skidoo is valued at \$2500.00 and if the skidoo is no longer available for pickup, they are seeking to be reimbursed for the value of the skidoo at that amount.

Landlord 1 did not dispute that the skidoo is still on the property, and she stated that they will allow the tenants access to retrieve the skidoo.

Item # 2: Tools (\$100.00) – The tenants stated that they left tools in the shed valued at approximately \$100.00 and they are seeking to either have the tools returned to them or to be reimbursed for the value of the tools at that amount.

Landlord 1 did not dispute that the tools are still in the shed, and she stated that they will allow the tenants access to retrieve the tools.

Item # 3: Cleaning supplies (\$50.00) – The tenants amended the list to omit this item.

Item # 4: Daughter's belongings (\$250.00) – The tenants stated that their daughter had vintage posters that were left on the walls in her bedroom and valued at approximately \$250.00 and they are seeking to either have the posters returned to them or to be reimbursed for the value of the posters.

Landlord 1 did not dispute that 3 posters were left behind, however she disputed that they were of any value as they were torn on the edges and faded, and she stated that they were thrown out with the rest of the garbage that was left at the unit.

Item # 5: Clothing (\$1000.00) – The tenants stated that they left clothing at the unit which would have been picked up on their second trip to the unit before the landlords locked them out and tenant 1 stated that the clothing ranged from heavy duty work clothing to her daughters expensive denims and they are seeking to either have the clothes returned to them or to be reimbursed for the value of the clothing in the amount of \$1000.00.

Landlord 1 disputed that any clothing was left behind in the unit except bedsheets that were soiled and 2 towels which she disposed of.

Item # 6: Boiler (\$75.00) – The tenants stated that they left a lobster boiler in the shed valued at approximately \$75.00 and they are seeking to either have the boiler returned to them or to be reimbursed for the value of the boiler at that amount.

Landlord 1 did not dispute that the lobster boiler is still in the shed, and she stated that they will allow the tenants access to retrieve the boiler.

Item # 7: Screws (\$400.00) – The tenants stated that they left a 5-gallon bucket of deck screws in the shed valued at approximately \$400.00 and they are seeking to either have the screws returned to them or to be reimbursed for the value of the screws.

Landlord 1 did not dispute that the screws are still in the shed, and she stated that they will allow the tenants access to retrieve the screws.

Item # 8: home décor (\$250.00) - The tenants stated that they left some home décor items at the unit such as pictures, a clock and a mirror set and tenant 1 stated that they are seeking to either have the items returned to them or to be reimbursed for the value of the items in the amount of \$250.00.

Landlord 1 did not dispute that the items are still at the unit, and she stated that they will allow the tenants access to retrieve the home décor items.

Analysis

11. Based on the testimony of the tenants, I find that the landlords seized the tenant's personal property which is a contravention of the *Act* and I find that the landlords shall allow the tenants access to the property immediately to retrieve the following items:

- Skidoo
- Tools
- Boiler
- Screws
- Home décor

12. When a respondent disputes an applicant's claim, the onus falls on the applicant to prove their case. With regards to the posters, I accept that the posters were left on the wall and that the tenants were unable to retrieve them, however I find that the tenants failed to show the value of the posters. With that said, the landlord did not have a right to dispose of the posters, and I find that a nominal amount of \$50.00 shall be awarded to the tenants for the value of the posters. With regards to the clothing, landlord 1 disputed that there was any clothing left at the unit except bedsheets and 2 towels. As the landlords disputed that tenant's claim, the onus was on the tenants to show that the clothing was left behind and its value. With that said, the landlord did not have a right to dispose of the bedsheets and the towels, and I find that a nominal amount of \$50.00 shall be awarded to the tenants for the value of the bedsheets and the towels.

Decision

- 13. The tenant's claim for possessions returned succeeds.
- 14. The landlord shall permit the tenants immediate access to the premises to retrieve personal belongings as listed in paragraph 11 above.
- 15. The tenant's claim for the value of lost possessions succeeds in the amount of \$100.00.

Issue # 2: Compensation paid for Damages \$3600.00

Relevant Submission

16. Landlord 1 testified that there were losses / damages to the unit after the tenants vacated on 31-March and they are seeking \$3600.00 to cover the cost. The landlords submitted a copy of a damages ledger to support the claim (LL#2). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Clean Apt. + WASH APT.	800.00
2	Water Repairs	200.00
3	PAINT entire Apt.	600.00
4	Labour + materials	2000.00

Landlord's and Tenant's Positions

- 17. Landlord 1 testified that the unit needed to be cleaned, and she stated that the tenants had smoked in the bathroom area leaving tobacco stains on the ceiling. Landlord 1 stated that there was damage to the walls which required some repair work followed with the need to paint. Landlord 1 also stated that the toilet had overflowed due to negligence on the part of the tenants and the toilet had to be removed and a new seal had to be installed. The landlords are seeking \$3600.00 for labor and materials to clean the unit, make the necessary repairs to the wall and paint the entire unit. The landlords submitted photographs of the cleanliness of the unit and the damage to the walls to support the claim (LL#3).
- 18. The tenants did not dispute that tenant 1 had initially smoked in the unit, however they disputed that there was any damage caused to the area due to the smoke as tenant 1

testified that he stopped as soon as he was asked to by the landlords. The tenants disputed that they should be responsible for the cost to clean the unit after they vacated as they had planned to finish all cleaning on the last day of the tenancy but were unable to do so, due to denied access to the premises by the landlords. The tenants did not dispute that there were a couple of holes in the wall from hanging pictures, however they claimed that the holes were anything greater than normal wear and tear, and landlord 1 stated that he had planned to fix the holes at the end of the day on 31-March. As for the toilet and any damage the overflow may have caused, the tenants disputed that they were negligent in causing that damage and tenant 2 stated that they were never made aware that the property was on a septic system.

Analysis

19. 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)*

20. Based on the testimony of the tenants and the landlord and based on the exhibits entered into evidence, I accept that the unit was not entirely clean when the tenants vacated, however given that they were locked out of the unit before the end of the day on 31-March and denied further access to the premises, I find that the tenants were not given the opportunity to finish the cleaning and as such, are not responsible for the cost to clean the unit. I also find that the landlords failed to show that the tenants were negligent in causing the toilet to overflow and causing the damage underneath the toilet area.

21. With regards to the damage to the walls, I find that the landlords were able to show that there were a couple of holes in the wall and large screws present and they could show that the tenants were negligent in causing the damage, however the landlords failed to show the cost to repair the holes. I do not accept the tenant's testimony that they were planning to repair the holes on the 31-March as it would take a few days to complete that work. With regards to the painting of the walls, I find that the landlords failed to show that the walls required painting except for the touch ups that would be needed after the repairs were completed. I find that the tenants are responsible for the cost to repair the holes in the walls including the cost to touch up the walls with paint at a nominal amount of \$100.00.

Decision

22. The landlord's claim for compensation paid for damages succeeds in the amount of \$100.00.

Issue # 3: Rent Paid \$2600.00

Relevant Submission

23. Landlord 1 testified that they were unable to rent the unit after the tenants vacated on 31-March and they are seeking loss of rental income in the amount of \$2600.00 for the months of April and May. The landlords submitted a copy of a rental ledger to support the claim (LL#4). See copy of rental ledger below:

Date	Transaction Description	Amount Due	Amount Paid	Balance
Examples showing ledger entry				
April 2025	Rent	1300.00	-\$1,200.00	1300.00
May 2025	Rent	1300.00	-\$600.00	1300.00
2-Feb-20	Late Charge Total loss of rent	705.00	\$0.00	2600.00

Landlord's and Tenant's Positions

24. Landlord 1 testified that they were unable to re-rent the unit for 2 months after the tenants vacated due to cleaning that was required, repair underneath the toilet, and walls that required some repair work followed by painting. Landlord 1 stated that the unit was not ready for occupancy until 1-June-2025.
25. The tenants disputed that they should be responsible for any loss of rental income, and they stated that they were given a termination notice to leave on 31-March which they complied with.

Analysis

26. As the landlords claim for damages was unsuccessful except for the repair of 2 small holes in the wall and given that the landlords gave a termination notice to vacate on 31-March, I find that the tenants are not responsible for the loss of rental income.

Decision

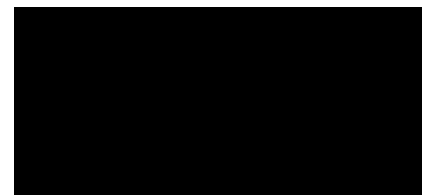
27. The landlord's claim for rent paid does not succeed.

Summary of Decision

28. The landlords shall allow the tenants access to the premises to retrieve the following personal belongs:
- Skidoo
 - Tools
 - Boiler
 - Screws
 - Home décor
29. The landlords shall pay the tenants \$100.00 for compensation for lost possessions.
30. The tenants shall pay the landlord \$100.00 for compensation paid for damages.
31. The landlord's claim for rent paid does not succeed.

March 23, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office