

Residential Tenancies Tribunal

Application 2026-0138-NL & 2026-0250-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 7-May-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the Notice of Hearing electronically by email on 31-March-2026 (TT#1). The landlord confirmed receipt of the document on that date. The landlord submitted an affidavit with their application stating that they had served the tenant with the Notice of Hearing electronically by email previously on 22-March-2026 (LL#1). The tenant confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed term rental agreement which commenced on 7-July-2024, which transferred to a month-to-month tenancy in 2025. The tenant vacated the unit on 2-December-2025. Rent was \$1100.00 per month, due on the first day of each month. A security deposit of \$825.00 was paid on 7-July-2024 and the current *Property Manager* testified that the funds were never transferred to him and could potentially be with the owner of the property. As the landlord made an application to have the security deposit applied against monies owed, I conclude that the security deposit is in the possession of the owner.
6. The tenant called 3 witnesses into the hearing, witness # 1; [REDACTED], witness # 2; [REDACTED], and witness # 3: [REDACTED].

Issues before the Tribunal

7. The tenant is seeking:

- Refund of security deposit \$825.00
8. The landlord is seeking:
- Validity of termination notice determined
 - Rent & late fees \$1121.00
 - Compensation paid for damages \$8329.50
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$825.00

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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit, Section 15: Fee for failure to pay rent, and Section 34: Requirements of notices. 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, Section 9-5: Depreciation and life expectancy of property, and Section 12-1: Recovery of costs.

Issue # 1: Validity of Termination Notice Determined

Landlord and Tenant's Positions

11. The landlord's representative testified that the tenant sent him an email dated 26 November 2025 stating that she would be vacating the unit 6 days later on 2 December 2025, and he stated that he responded to that email informing the tenant that the notice was not a valid termination of the rental agreement, and advised the tenant that the tenancy remains active until a proper notice was given. The landlord stated that the tenant made reference to her peaceful enjoyment being impacted and later that day he received a written tenant's notice to terminate early with cause under Section 23 of the *Act*.
12. The tenant did not dispute that she advised the landlord on 26 November that she would be leaving on 2 December, and she stated that she gave the notice due to noise from the upstairs unit which was interfering with her peaceful enjoyment. The tenant also made note that the landlord failed to attach a copy of the termination notice with his application for dispute resolution.

Analysis

13. Section 34 of the *Residential Tenancies Act, 2018* states:

Requirements of Notices

34. A notice under this Act shall

- a) *be in writing in the form prescribed by the Minister;*
- b) *contain the name and address of the recipient;*
- c) *identify the residential premises for which the notice is given; and*

d) state the section of this Act under which the notice is given.

14. There was no termination notice with the landlord's application thus I was unable to deal with its validity under Section 34 of the Act during the hearing. However, I afforded both parties the opportunity to submit a copy of any correspondence in relation to the tenant's early termination; not to later decide on its validity, but to get a better understanding of the events which led up to the tenant vacating. This tribunal cannot deal with the validity of a termination notice if it is not included in the landlord's application and is not served to the tenant with the respondent documents. For that reason, the validity of the termination notice will not be determined for the purpose of this hearing.

Decision

15. The validity of the termination notice shall not be determined.

Issue # 2: Rent and Late Fees Paid \$1121.00

Relevant Submission

16. The landlord's representative testified that rent is outstanding in the amount of \$1100.00 and they are seeking rent to be paid in full plus late fees in the amount of \$21.00 for a total of \$1121.00. The landlord submitted a copy of a rental ledger to support the claim (LL#2). See breakdown of rental ledger below:

Rental Ledger 2026-0138-NL & 2026-0250-NL			
Date	Action	Amount	Total
November 30, 2025	Balance		\$0.00
December 1, 2025	Rent due	\$1,100.00	\$1,100.00
December 11, 2026	Late fees (Dec 2-10)	\$21.00	\$1,121.00

Landlord and Tenants' Positions

17. The landlord's representative testified that rent is outstanding in the amount of \$1100.00 for the month of December as the tenant did not provide proper notice to vacate and as they were unable to rent the unit for that month due to damages. The landlords' representative stated that they are also seeking late fees for the period of December 2-10 in the amount of \$21.00 for a total outstanding balance of \$1121.00.

18. The tenant disputed that she should be responsible for rent for the month of December when she was not residing in the unit. The tenant stated that she had good reason to vacate the unit early as her peaceful enjoyment had been contravened.

Analysis

19. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

20. As the validity of the termination notice could not be determined, I am unable to award rent to be paid to the landlord due to the tenant's eviction without proper notice. I am unable to award late fees as well for the same reason. Rent can only be awarded for the month of December if the landlord experienced a loss of rental income due to damages to the unit proved to have been caused by the tenant.
21. Landlords should not incur any financial loss due to the actions of tenants. Based on the decision below in paragraphs 28 and 29, and based on the landlord's representative's testimony that they were unable to re-rent the unit for the month of December due to the damage to the unit and due to the cleaning that was required, I find that the tenant is responsible for ½ of the loss of rental income for the month of December in the amount of \$550.00 (\$1100.00 / 2).

Decision

22. The landlords claim for rent succeeds in the amount of \$550.00.
23. The landlords claim for late fees does not succeed.

Issue # 3: Compensation paid for Damages \$8329.50

Relevant Submission

24. The landlord's representative testified that there was damage to the unit which needed to be repaired / replaced, and they are seeking \$8329.50 to cover the cost. The landlord submitted a copy of a damage's ledger to support the claim (LL#3). See copy of damages ledger below:

1	Replacing damaged flooring	2300.00
2	Replacing damaged baseboards	1725.00
3	Repair damaged door frames	287.50
4	Plastering & Painting damaged walls	2875.00
5	Mold remediation	575.00
6	Unexpected cleaning	567.00

Landlord and Tenants' Positions

25. The landlord and the tenant's positions on each item are as follows:

Item # 1: Replace damaged flooring (\$2300.00) – The landlord's representative testified that the vinyl flooring in the back bedroom and bathroom was damaged and needed to be replaced, and he testified that the tiles in the porch area were water soaked and non-salvageable, and the wooden transition strip in the porch was cracked off and half of it was missing. The landlord's representative stated that the landlord is seeking \$1725.00 to cover the cost to replace the flooring and \$575.00 to cover the cost to remove and dispose of damaged flooring for a total of \$2300.00. The landlord submitted before and after photographs of the flooring (LL#4), and a copy of a quote from [REDACTED] to support the claim (LL#5).

The tenant did not dispute that there was damage to the flooring. However, she disputed that she was negligent in causing the damage, and she testified that the previous *Property Manager* had stated that they would be replacing the flooring in the house due

to damage that existed when she moved in. The tenant disputed that the photographs submitted by the landlord's representative were taken at the commencement of her tenancy and she submitted move-in photographs that she had taken, and other photographs taken shortly after she took possession of the unit to support her defense (TT#2).

The tenant testified that the tile in the porch area had water damage when she took possession of the unit, and she testified that the transition strip from the porch area was not installed properly and was lifted from the floor and would get hooked when walking over it, eventually causing it to crack. The tenant testified that the vinyl flooring in the bathroom had previous water damage and a rip located next to the transition strip, which was nailed down to the floor, which started to rip further early in the tenancy and got hitched over time, peeling upwards causing the current damage to the flooring. The tenant stated that the humidity in the unit was due to a broken bathroom fan over several months; and that lack of proper ventilation due to the absence of an HVAC system in the unit didn't help the flooring situation, as the wood under the vinyl was rotted. The tenant testified that the vinyl flooring in the bedroom was damaged in the center of the room and a seam was lifted when she took possession, which tore easily when moving a piece of furniture. The tenant testified that all those issues were identified with the previous *Property Manager* early in the tenancy, at which time she was advised that the vinyl flooring and the tile flooring would be replaced.

The tenant called three witnesses into the hearing to corroborate her testimony. Witness # 1 and witness # 2 both testified that the floor in the bedroom had a seam that was lifted when the tenant moved in and witness # 2 stated that he viewed a rip in the vinyl flooring in the bathroom area next to the transition strip, which was nailed to the rotten wood underneath. Witness # 3 testified that she heard the previous *Property Manager* tell the tenant that they were planning on replacing the vinyl and tile flooring. The tenant submitted a thread of text messages with the previous *Property Management Company* dating back to the early stages of the tenancy whereby the maintenance person stated that the floor needed to be replaced and he stated, "it's 100% not your fault" (TT#3). The tenant also submitted copies of emails between her and the landlord's representative, after he took over the property in January 2025 whereby he stated, "I understand your frustration with the lack of maintenance from the previous company. We will prioritize these repairs and get them scheduled as soon as possible" (TT#4).

Item # 2: Replace damaged baseboards (\$1725.00) – The landlord's representative testified that the baseboards in the bedroom were damaged due to mold, and he stated that some of the other baseboards were destroyed due to animal scratches and cat urine and had to be replaced. The landlord's representative stated that the landlord is seeking \$1150.00 to cover the cost to replace the baseboards and \$575.00 for the cost to remove and dispose of the damaged baseboards for a total of \$1725.00. The landlord submitted before and after photographs of the baseboards (LL#4) and a copy of a quote from [REDACTED] to support the claim (LL#5).

The tenant did not dispute that there was damage to the baseboards. However, she disputed that she was negligent in causing the damage, and she testified that the unit did not have a HVAC unit. Also, she stated that the fan in the bathroom was broken for months causing a buildup of mold in the unit. The tenant stated that when she contacted the previous *Property Manager* regarding the mold problem, she was advised to get a dehumidifier, which she supplied herself to assist with the humidity problem. The tenant also disputed that her animals destroyed any baseboards or that they urinated inside the unit.

Item # 3: Replace damaged door frames (\$287.50) – The landlord's representative testified that some of the doorframes in the unit were destroyed by the tenant's dog and

had to be replaced. The landlord's representative stated that the landlord is seeking \$287.50 to cover the cost to replace the doorframes and they submitted before and after photographs of the doorframes to support the claim (LL#4).

The tenant did not dispute that there was damage to the doorframes, nor did she dispute that it could have been caused by her animal.

Item # 4: Plaster and paint damaged walls (\$2875.00) – The landlord's representative testified that the walls in the unit were destroyed and required both repair work and painting. The landlord's representative stated that the landlord is seeking \$2875.00 to cover the cost to plaster and paint the unit and they submitted before and after photographs of the walls (LL#4), and a copy of a quote from *Husky Construction* to support the claim (LL#5).

The tenant did not dispute that there was damage to the walls, nor did she dispute that some of the damage was caused during the tenancy. The tenant stated that there was damage to one wall in the bedroom when she took possession, and she stated that the previous *Property Management Company* caused the damage while searching for studs in the wall. The tenant also stated that she attempted to make repairs to the walls, but the sanding block and the plaster got stolen when the *Property Manager* accessed the unit.

Item # 5: Mold remediation (\$575.00) – The landlord's representative testified that a portion of the wall in the bedroom had to be replaced due to mold and he stated that the tenant had an obligation to make him aware of the situation. The landlord's representative stated that the landlord is seeking \$575.00 to cover the cost of materials and labor to replace the wall and they submitted a copy of a quote from [REDACTED] to support the claim (LL#5).

The tenant did not dispute that there was damage to the wall in the bedroom due to mold and she stated that she did not notice it until she moved her bed away from the wall. However, she disputed that she should be responsible for any problems due to mold as she did not have a HVAC system in the unit and the fan in the bathroom was not working for months.

Item # 6: Cleaning (\$567.00) - The landlord's representative testified that the unit needed a deep clean mostly due to the cat urine and dirt on the walls, and he stated that they had to use a urine enzyme cleaner. The landlord is seeking \$567.00 to cover the cost of the cleaning and he submitted a copy of an invoice with a breakdown of the areas cleaned to support the claim (LL#7).

The tenant disputed that the unit needed to be cleaned except for the oven and she disputed that her cats ever urinated on the floor or up against the walls. The tenant stated that she completely cleaned the unit and submitted photographs to support her defense (TT#2).

Analysis

26. 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)*

27. Based on the testimony of the landlord's representative and the tenant and her witnesses and based on the exhibits entered into evidence, each item is analyzed as follows:

Item # 1: Replace damaged floors (\$2300.00) – The landlord's representative was unable to provide the age of the flooring during the hearing and I allowed him to consult with the owner of the property post hearing to obtain the age of the flooring, and he submitted documentation that supports that the laminate flooring in the unit was approximately 2.5 years old at the commencement of the tenancy (LL#6), however he failed to show the age of the vinyl flooring or the tile in the porch area. Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord's representative could show that the damage to the flooring exists, and that most of it occurred during the tenancy, however he failed to show that the tenant was negligent in the exacerbation of the damages.

I accept the tenant's testimony and that of her witnesses that there was a rip in the flooring in the bathroom by the transition strip and that the flooring in the center of the bedroom was lifted, and that there was some water damage to the tiles in the porch area. I accept the exhibits entered into evidence by the tenant which support that the flooring deteriorated in the areas that had previously been damaged and I agree with the tenant that those existing damages exacerbated over time due to wear and tear and due to the moisture in the unit. I do not accept that the vinyl flooring and tile flooring was only 2 years old when the tenant took possession, and even if it was, then it had endured a lot of wear-and-tear before the tenant took possession. I do not accept the landlord's representative's testimony that the damage was caused by an animal as he was unable to show that it was. I accept that the flooring needed to be replaced if the previous *Property Manager* stated that it needed to be replaced and was prepared to have that work completed. I find that the tenant should not be responsible for the cost of replacing the flooring, which was promised to her to be replaced when she took possession, and of which she continuously asked to have the work completed. I find that the tenant is not responsible for the cost of replacing the flooring.

Item # 2: Replace damaged baseboards (\$1725.00) - Based on the testimony of both the landlord's representative and the tenant and based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage to the baseboards occurred during the tenancy. However, he failed to show that the tenant was 100% negligent in causing the damage.

I accept the landlord's representative's testimony that there was cat urine on the baseboards as that would be highly detectable when entering a unit and I accept that there were also some animal scratches to the baseboards as evident in the photographs. I accept the tenant's testimony that there was a humidity problem in the unit, which caused the presence of mold on the baseboards, and I accept that the broken fan in the bathroom contributed to the mold problem. I accept that the tenant made every effort to have the fan in the bathroom repaired or replaced, which did not occur until roughly 3 months later, which resulted in the buildup of mold on the baseboards. With that said, I find that the tenant had an obligation to make the landlord aware of the extent of the mold problem, and the destruction to the baseboards. I asked the landlord's representative if he was ever made aware of the problem during his time managing the property and he responded that he was not. I also asked the tenant if she ever made the landlord's representative aware of the mold problem and she responded that she had not, but she stated that she had purchased a dehumidifier at the request of the previous *Property Manager* to help with the humidity in the unit.

In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, baseboards can last a lifetime. I find that it is fair and equitable for both parties

to take responsibility for the damage to the baseboards, and as such, I find that the tenant is responsible for the cost of replacing the baseboards in the amount of \$862.50 (\$1725.00 / 2).

Item # 3: Replace damaged door frames (\$287.50) – As the tenant did not dispute that her animals caused the damage to the door frames, nor did she dispute the amount sought by the landlord to replace the door frames, I find that the tenant is responsible for the cost of replacing the door frames in the amount of \$287.50.

Item # 4: Plaster and paint damaged walls (\$2875.00) – I allowed the landlord's representative to consult with the owner of the property post hearing to give an accurate account of the age of the paint on the walls, and he submitted documentation to support that the interior paint in the unit was approximately 2.5 years old when the tenant took possession in 2024 (LL#6). Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage to the walls occurred during the tenancy, he could show that the tenant was negligent in causing the damage, and he could show the cost to repair and paint the walls.

I accept the tenant's testimony and that of her witness that there was some minor damage to the bedroom wall. I shall reduce the amount awarded by 5% to account for the minor damage to the wall in the bedroom upon moving into the unit. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, interior paint has a 15-year life expectancy, and as the paint was approximately 4 years old when the tenant vacated, I find that the paint has approximately 73% of its life span remaining. I find that the tenant is responsible for the cost of plastering and painting in the amount of \$1993.81 ($\$2875.00 \times 73\% \times 95\%$).

Item # 5: Mold remediation (\$575.00) – Based on the testimony of both the landlord's representative and the tenant and based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage to the wall in the bedroom occurred during the tenancy. However, he failed to show that the tenant was 100% negligent in causing the damage.

The same rationale applies as used in item # 2 above, and as such, I find that it is fair and equitable that both parties be responsible for the mold problem in the unit. I find that the tenant is responsible for the cost of mold remediation in the amount of \$287.50 (\$575.00 / 2).

Item # 6: Cleaning (\$567.00) - Based on the testimony of both the landlord's representative and the tenant and based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord's representative could show that cleaning was required, including the removal of mold from the walls and window sills. I accept that the tenant did leave some areas of the unit in a good state of cleanliness, however there were other areas that required a deep clean, such as the walls and the oven. Given that it has already been determined that both parties should take equal responsibility for the mold in the unit and given that the oven and the walls needed to be cleaned as mentioned above, I find that it is fair and equitable to share the cost of the cleaning by both parties. I find that the tenant is responsible for the cost to clean the unit in the amount of \$283.50 ($\$567.00 / 2$).

Decision

28. The landlord's claim for compensation paid for damages succeeds in the amount of \$3714.81.

Issue # 4: Hearing expenses \$20.00

Analysis

29. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#8). In accordance with Section 12-1 of the *Policy*, filing fees can be claimable costs. As the landlord's claim for losses has been partially successful, the tenant shall pay for the hearing expenses.

Decision

30. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 5: Security deposit applied against monies owed Refund of Security Deposit

Analysis

31. 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.

32. The landlord's claim for losses has been successful as per paragraphs 23, 29 and 31 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 2024-2025 was 1% and is currently 0% for 2026.

Decision

33. The tenant's claim for refund of security deposit does not succeed.

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

Summary of Decision

35. The validity of the termination notice with cause shall not be determined.

36. The tenant's claim for refund of security deposit does not succeed.

37. The tenant shall pay the landlord \$3447.55 as follows:

Rent paid	\$550.00
Late fees paid	0.00
Compensation for damages	3714.81
Hearing expenses	20.00
Less: security deposit & interest.....	837.26
 Total	 \$3447.55

May 21, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office