

Residential Tenancies Tribunal

Application 2026-0152-NL and 2026-0394-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 27-April-2026 at 9:02 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. The hearing was initially scheduled for 2026-0152-NL alone as the landlord's counterclaim had not yet been filed. Due to the absence of the case manager, the matter was heard before that application was fully processed. The normal procedure would be to postpone to a new hearing date. The tenant requested to hear both matters at once, waiving her right to service. The landlord did not object. In the interest of efficiency and hearing disputes in a timely manner, I agreed.

Issues before the Tribunal

5. What portion of the security deposit, if any, should be refunded?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act*, 2018 (the *Act*).

Issue 1: Security Deposit

7. The parties agree that the tenancy has ended and seek to determine the disposition of the security deposit. They also agree that the landlord should retain at least some of the security deposit against compensation for damages. They disagree on the amount she should retain and seek for this tribunal to determine the correct balance.

8. The landlord claims for damages in excess of the security deposit but wishes to forfeit any surplus. Her claim for damages totals \$1607.84, divided amongst five items. Each item, including the parties' positions, is dealt with below. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.
9. First, the landlord claims for the replacement of three damaged, destroyed, or missing items. The tenant does not dispute the state of the items at the end of the tenancy and acknowledges responsibility for the damage to each. These are \$80.37 for a bathroom blind, \$80.49 for a smoke alarm, and \$82.79 for a kitchen cabinet door. The tenant doesn't dispute the cost of replacement.
10. Depreciation must be considered, as per policy 9-005. Depreciation accounts for the fact that if a landlord was reimbursed the cost of a brand-new item, they would be in a better place financially than where they would be if the tenant had not damaged it. Landlords are entitled only to be reimbursed for the remaining expected value of the item, i.e., what they would reasonably have expected to have had at the end of the tenancy.
11. Smoke alarms have a life expectancy of 5-10 years.¹ Under the *Fire Protection Services Regulations*, NLR 45/12, they must be replaced at minimum once every ten years. As the tenancy began on 1-November-2017, the life expectancy of the alarm has passed and the value has fully depreciated, so this portion of the landlord's claim fails.
12. Aluminum blinds have a life expectancy of about 5-10 years. Given the duration of the tenancy, the value of the blinds has fully depreciated, so this portion of the landlord's claim fails.
13. Kitchen cabinet doors generally last a lifetime, so depreciation is not in issue regarding that portion of the landlord's claim, which succeeds in the amount of \$82.79.
14. Second, the landlord claims a cleaning fee of \$575.00, representing about 23 hours of labour at \$25.00/hour. The landlord testified that she did and is continuing to do this cleaning on her own. She also provided a document, L#12, which records 12.45 hours of cleaning she has done so far. The tenant acknowledged she had missed some areas cleaning on move out, but disputes the amount claimed. She would estimate the remaining cleaning to take perhaps 1 hour.
15. The landlord provided L#14, which contains a number of photographs showing the need for cleaning. The overall impression these photos give is that serious cleaning effort has been made recently but there nonetheless remains significant work to do in order to leave it fully restored, a result of small amounts of dirt building up over the duration of a long tenancy. I estimate the time it would take to restore the premises at about 18 hours.

¹ National Association of Home Builders / Bank of America. "Study of Life Expectancy of Home Components," February 2007. <https://www.reservedataanalyst.com/mt-content/uploads/2019/10/national-association-of-home-builders-life-expectancies.pdf> page 14.

16. Self-labour is compensable at a rate of \$8.00/hour + minimum wage, or \$24.00/hour. This portion of the landlord's claim succeeds in the amount of \$432.00.
17. Finally, the landlord claims \$789.19 in fuel oil. The parties agree that the tank was full at the beginning of the tenancy, that the tenant was required to ensure the furnace fuel oil tank was "topped up" at the end of the tenancy and that she did so. Nevertheless, because the tank was replaced by a smaller unit during the tenancy and a change in the oil company's policy on tank filling, the landlord is left with significantly less oil than she had at the beginning of the tenancy.
18. The landlord argues that the intent of the rental agreement was to leave her with the same amount of fuel she had at the beginning of the tenancy, so she asks to be compensated for the difference. The tenant denies that this was her understanding of the agreement and says that she complied with her obligation by ensuring the tank was full.
19. For the reasons that follow, I find for the tenant in respect of the oil. The tenant was required to ensure the tank was full at the end of the tenancy and she did so. A claim for damages under the *Act* requires that the tenant or a person they allow on the premises causes the damage through a wilful or negligent act. The reduction in the maximum fillable amount of the tank was a result of acts by the landlord and the oil company and was not caused by the tenant. This portion of the landlord's claim therefore fails.
20. The landlord's claim for damages succeeds in the amount of \$514.79. The security deposit is \$1040 and was paid on 1-January-2018. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 1% annual for the years 2024 and 2025, and a rate of 0% for all other relevant years. Calculated to the date of the hearing, the interest totals \$20.80.

Summary of Decision

21. The landlord shall pay to the tenant \$546.01 as follows:

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|------------------------------------|--------------|
| Security Deposit and Interest..... | \$1060.80 |
| Less Damages..... | -(\$514.79) |
| Total..... | \$546.01 |

4-May-2026
Date

Seren Cahill
Residential Tenancies Office