

Residential Tenancies Tribunal

Application 2026-0165-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:23 a.m. on 16-April-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served tenant 1 with the notice of hearing electronically by email on 6-April-2026 (LL#1). The tenants confirmed receipt of the document on that date and waived service. In accordance with the *Residential Tenancies Act, 2018*, this is allowable.
5. There was a written month-to-month rental agreement which commenced on 20 April 2025. The tenants vacated the unit on 23 January 2026. Rent was \$1550.00 per month, due on the first day of each month. A security deposit of \$600.00 was paid on 19 February 2025 and is in the landlord’s possession.
6. Counter claim submitted by the tenants (2026-0215-NL) was not heard as the respondent documents were not served upon the landlord, and the landlord declined to waive service. Also, the disposition of the security deposit shall be dealt with in this hearing.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for damages \$1042.82
 - Utilities paid \$111.96
 - Security deposit to be applied against monies owed \$600.00

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*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Damages to rented premises and Section 9-5: Depreciation and life expectancy of property.

Issue # 1: Compensation Paid for Damages \$1042.82

Relevant Submission

10. The landlord testified that there were damages to the unit which needed to be repaired / replaced and she is seeking \$1042.82 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#2). See copy of damages ledger below:

Plaster, painting, sanding (hired job)	\$	632.50
Paint gallon (Kent Building Supplies)	\$	61.53
French door (before taxes) 30" x 80" lite primed (dog damages)	\$	228.00
Indoor window lock (before taxes) (dog damages)	\$	30.80
Microwave (before taxes)	\$	89.99
	\$	\$1,042.82

Landlord's and Tenant's Positions

11. The landlord and the tenant's position on each item are as follows:

Item # 1: Labor costs to plaster, sand and paint (\$632.50) – The landlord testified that there was damage to some of the walls in the unit, including the main wall when you enter the house, the open wall of the living room area, the open stairs area, and the small bedroom upstairs. The landlord stated that the tenants had attempted to plaster the walls, however that work had to be redone as it was a poor job. The landlord stated that she is seeking the labor cost to hire someone to sand of the existing plaster, apply additional plaster and to paint the damaged walls and she is seeking to be reimbursed for the cost to have the work completed in the amount of \$632.50. The landlord submitted move-in photographs to show the condition of the walls at the commencement of the tenancy (LL#3) and photographs of the damaged walls (LL#4). The landlord also submitted a copy of a written invoice from [REDACTED] to support the claim (LL#5).

The tenants did not dispute that there was some damage to the walls, however they disputed that they should be responsible for the damage as they were directed by the landlord not to put nails or screws in the walls, but rather to use Command strips/hooks, which tenant 1 stated they did use only to find that the command strips pulled the plaster of the walls upon removal.

The landlord did not dispute that she had suggested the use of command strips/hooks, however she stated that they are designed to be removed without causing damage to the walls and she also stated that some of the more severe damage was caused by the tenants dog and the dog gate that was attached to the lower floor wall of the unit.

The tenants did not dispute that they had a gate attached to the wall, and tenant 1 stated that they were granted permission by the landlord to do so and tenant 1 stated that they made every attempt to repair the damage caused to the walls by plastering the drywall in preparation for painting.

The landlord did not dispute that tenant 2 had attempted to repair the walls by applying plaster and she stated that her repair man had to sand off the existing plaster and apply additional plaster before he could paint the walls.

Tenant 2 did not dispute that the plaster that he had applied to the walls would have to be sanded as he was not a professional plaster, however he disputed that additional plaster would have to be re-applied to the walls.

Item # 2: Paint supplies (\$61.53) – The landlord testified that she had some paint left over from the last time the unit was painted and only had to incur the cost of 1 gallon of paint to complete the work and she stated that she is seeking to be reimbursed for the cost of the paint in the amount of \$61.53.

The tenants did not dispute that the landlord would require paint, however their argument remains the same that they should not be responsible for the damages to the walls and as such, should not be responsible for the cost of paint supplies.

Item # 3: Replace French door (\$228.00) – The landlord testified that the tenants had a dog who destroyed the French door to the point of no repair and she stated that the door needs to be replaced. The landlord stated that she is seeking the cost to replace the door in the amount of \$228.00, and she submitted photographs of the damaged door to support the claim (LL#6).

The tenants did not dispute that there was some damage to the French door, however they disputed that the full amount of the damage was caused by their dog as tenant 1 stated that there was pre-existing damage to the door which had been caused by an animal prior to them taking possession of the unit.

Item # 4: Replace window lock (\$30.80) – The landlord testified that one of the interior window locks was damaged by the dog and needed to be replaced. The landlord stated that she is seeking the cost to replace the window lock in the amount of \$30.80 and she submitted a photograph of the damaged lock to support the claim (LL#7).

The tenants did not dispute that there may be damage to the window lock, however tenant 1 stated that she did not notice any such damage up to the point that they had vacated the unit.

Item # 5: Replace microwave (\$89.99) - The landlord testified that the interior of the microwave was damaged with the coating peeling and the presence of rust, and she stated that she is seeking \$89.99 to cover the cost to replace the microwave. The landlord submitted a photograph of the damaged microwave to support the claim (LL#8).

The tenants did not dispute that the coating on the microwave had peeled off causing some rust spots, however tenant 1 disputed that they caused the damage, and she stated that they used the microwave daily as it is designed to be used.

Analysis

12. 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)*

13. Each item is analyzed as follows:

Item # 1: Labor costs to plaster, sand and paint (\$632.50) – Based on the testimony of the landlord and the tenants, and based on the exhibits entered into evidence, I accept that the walls were damaged during the tenancy. I accept that the tenants used command strips/hooks as requested by the landlord, however based on the damage to the walls, they were not removed properly. I accept that the dog gate caused a lot of damage plus there was damage caused by the dog from scratching at the walls. In accordance with Section 9-2 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists and she was able to show that the tenants were negligent in causing the damage. The landlord was also able to show the cost of labor to have the work completed.

I asked the landlord when the last time the walls were painted and she responded that they were painted in 2021. In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, interior paint has a 15-year life span and as the paint is roughly 5 years old, there is approximately 67% of the paint's life cycle remaining. With that said, I would like to acknowledge that the tenants made attempts to repair the walls and although it wasn't a great job, I agree with tenant 2 that the repair person would not have had to plaster the holes again but rather just sand them down. I do not know what portion of the amount sought by the landlord covers the time to plaster and the time to paint, thus I shall award 65% of the depreciation amount to the landlord. I find that the tenants are responsible for the labor cost to sand and paint the walls in the amount of \$275.45 ($\$632.50 \times 67\% \text{ depreciation} \times 65\% \text{ of the work awarded}$).

Item # 2: Paint supplies (\$61.53) – I accept that the landlord would have to purchase paint to complete the work, and in accordance with Section 9-2 of the *Policy* as stated above, I find that the landlord failed to show the cost of the paint, however it is not unreasonable to expect that a gallon of paint would cost \$61.53. Again, depreciation shall be applied and 67% of the cost of the paint shall be awarded. I find that the tenants are responsible for the cost of a gallon of paint in the amount of \$41.23 ($\$61.53 \times 67\% \text{ depreciation}$).

Item # 3: Replace French door (\$228.00) – Based on the testimony of the landlord and the tenants and based on the exhibits entered into evidence, I accept that the French door was damaged during the tenancy. I accept that the tenants' dog scratched the door to the point of no repair. I do not accept the tenant's testimony that the door was previously damaged. I asked the landlord the age of the door and she responded that it was purchased new in 2020. In accordance with Section 9-2 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists and she was able to show that the tenants were negligent in causing the damage. The landlord failed to show the cost to replace the French door, however research shows that the cost of a French doors is \$228.00 (research taken from www.kent.ca).

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, French doors have a 40-year life span and as the door is roughly 6 years old, there is approximately 85% of the door's life cycle remaining. I find that the tenants are responsible for the cost to replace the French door in the amount of \$193.80 ($\$228.00 \times 85\% \text{ depreciation}$).

Item # 4: Replace window lock (\$30.80) – Based on the testimony of the landlord and the tenants and based on the exhibit entered into evidence, I accept that the dog chewed on the interior window lock damaging it. I do not accept the tenant’s testimony that she was not aware of the damage. In accordance with Section 9-2 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists and she was able to show that the tenants were negligent in causing the damage, however she failed to show the cost to replace the window lock. Research shows that the cost of a window lock is \$30.80 (research taken from www.kent.ca).

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, lock cranks can last a lifetime and as such, I find that the tenants are responsible for the cost to replace the interior window lock in the amount of \$30.80.

Item # 5: Replace microwave (\$89.99) - Based on the testimony of the landlord and the tenants, and based on the exhibit entered into evidence, I accept that the microwave is damaged and needs to be replaced. I asked the landlord the age of the microwave and she responded that it was purchase in 2021. In accordance with Section 9-2 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, however I find that the landlord failed to show that the tenants were negligent in causing the damage. I accept that the tenants used the microwave as it was intended to be used and that the damage is a result of normal wear and tear. I find that the tenants are not responsible for the cost to replace the microwave.

Decision

14. The landlord’s claim for compensation paid for damages succeeds in the amount of \$541.28.

Issue # 2: Utilities Paid \$111.96

Landlord’s and Tenant’s Positions

15. The landlord testified that the tenants had their electricity account to the unit closed effective 22 January, and she is seeking to have the utilities paid for the period of January 22-31 in the amount of \$111.96. The landlord submitted a copy of the utility bill from *NL Power* to support the claim (LL#9).
16. The tenants disputed that they should be responsible for the utilities for the time that they did not reside at the premises, and tenant 1 agreed that it is reasonable to pay for the 2 days that they remained in the unit after the power account had been transferred to the landlord.

Analysis

17. I asked the landlord if the tenants had given proper notice to vacate and she responded that they did. I find that the tenants did their due diligence in making contact with *NL Power* to have their account closed. I find that the tenants are responsible for the cost of the utilities for the 2 days that they remained at the unit after the account was closed. I find that the tenants shall reimburse the landlord for utilities paid for the period of January 22-31 in the amount of \$ 22.39 ($\$111.96 / 10 \text{ days} \times 2 \text{ days}$)

Decision

18. The landlord’s claim for utilities paid succeeds in the amount of \$22.39.

Issue # 3: Security deposit applied against monies owed \$600.00

Analysis

19. 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.
20. The landlord's claim for losses has been successful as per paragraphs 14 and 18 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. **Note:** the interest up to the hearing date equates to \$5.19.

Decision

21. The security deposit shall be applied against monies owed.

Summary of Decision

22. The tenants shall pay the landlord \$0.00 as follows:

Compensation for damages	\$541.28
Utilities paid	22.39
Less: security deposit	563.67
Total	\$0.00

April 29, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office