

Residential Tenancies Tribunal

Application 2026-0196-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:46 p.m. on 27 May 2026.
2. The applicant, [REDACTED] (landlord 1), hereinafter referred to as “the landlord” attended by teleconference. The applicant, [REDACTED] (landlord 2), hereinafter referred to as “the landlord” did not attend.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

Preliminary Matters

4. The landlords submitted an affidavit with their application stating that they had served the tenant with the Notice of Hearing personally at the residential premises on 14 May 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written month-to-month rental agreement which commenced on 24 January 2025. The tenant vacated the unit on 28 February 2026, and the landlord stated that he took back his unit on 4 March 2026. Rent was \$1500.00 per month, due on the first day of each month. A security deposit of \$1125.00 was paid on 17 March 2025 and is in the landlord’s possession.
6. The landlord amended the application to decrease rent paid from \$6500.00 as per the application to \$5500.00 and to include hearing expenses.

Issues before the Tribunal

7. The landlords are seeking:
 - Rent paid \$5500.00
 - Compensation paid for damages \$1532.37
 - Hearing expenses \$45.00
 - Security deposit applied against monies owed \$1125.00

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 Polic Manuel*: Section 9-3: Claims for damages to rented premises and Section 12-1: Recovery of costs.

Issue # 1: Rent Paid \$5500.00

Relevant Submission

10. The landlord testified that rent it outstanding in the amount of \$5500.00 and he submitted a copy of a rental ledger to support the claim (LL#2). See breakdown of partial rental ledger below. **Note:** ledger reflects amendment made in hearing.

Rental Ledger 2026-0196-NL			
Date	Action	Amount	Total
January 31, 2026	Balance		\$1,800.00
February 1, 2026	Rent due	\$1,500.00	\$3,300.00
February 9, 2026	Payment	-\$800.00	\$2,500.00
March 1, 2026	Rent due	\$1,500.00	\$4,000.00
April 1, 2026	Loss of rental income	\$1,500.00	\$5,500.00

Landlord's and Tenant's Positions

11. The landlord testified that the tenant abandoned the unit around the end of February or early March, and he stated that he gained access to the unit on 4 March 2026, and he stated that rent is outstanding in the amount of \$4000.00 dating back to June 2025. The landlord stated that the tenant owes \$500.00 for the month of June, \$1000.00 for the month of July, \$300.00 for the month of November, \$700.00 for the month of February and \$1500.00 for the month of March which equates to an outstanding balance of \$4000.00 up to the end of March. The landlord also testified that he is seeking the loss of rental income in the amount of \$1500.00 for the month of April for a total of \$5500.00.
12. The tenant did not dispute that rent is outstanding, however he disputed the amount sought by the landlord, and he testified that he does not owe any rent for the month of June as he completed work in leu of rent for that month. The tenant stated that he owes \$3500.00 up to the end of March, and he disputed that he should pay loss of rental income for the month of April as the landlord told him on several occasions that he had to move out in the Spring. The tenant stated that he complied with the landlord's wishes and vacated the unit on 28 February 2026.
13. The tenant also added that he entered into a mutual agreement with the landlord to complete some work around the premises valued at \$1800.00 and he stated that the work was done in lieu of rent for the month of June 2025.
14. The landlord disputed that the work to the premises was completed to his satisfaction, and he stated that he had to hire another person to finish the work. The landlord stated that although he received a quote to have the work completed in the amount of \$1200.00, he will consider the value of the work completed by the tenant to be \$1000.00 leaving \$500.00 owing in rent for the month of June 2025.

Analysis

15. There was controversy around the work that was agreed upon and the work that was completed. Based on the testimony of both the landlord and the tenant, I find that the landlord failed to support his claim that the work was not completed as agreed upon. I find that the tenant does not owe rent for the month of June 2025. Given that the tenant did not dispute the remainder of the rent sought by the landlord, I find that the tenant is responsible for outstanding rent for the period of July 2025 to March 2026 in the amount of \$3500.00.
16. With regards to the loss of rental income, I accept the tenant's testimony that he was asked by the landlord on several occasions to vacate the unit by Spring without a proper termination notice, however that does not give the tenant the right to abandon the unit. I asked the landlord if he made every attempt to mitigate his losses and try to re-rent the unit in March and April and he responded that he was unable to advertise the unit for the month of March as it took the contractor and the cleaner some time to get the unit ready for viewings. The landlord stated that the work was completed on 25 March 2026. I find that the landlord could have successfully secured a new tenant to take possession of the unit for the month of April and for that reason, I find that the tenant is not responsible for the landlord's loss of rental income for the month of April 2026.
17. I find that the tenant is responsible for outstanding rent in the amount of \$3500.00.

Decision

18. The landlord's claim for rent to be paid succeeds in the amount of \$3500.00.

Issue # 2: Compensation Paid for Damages \$1532.37

Relevant Submission

19. The landlord testified that there were damages to the unit when the tenant vacated and they are seeking \$1532.37 to cover the cost to repair the damages. The landlord submitted a copy of a damages ledger to support the claim (LL#3). See copy of damages ledger below:

Damage Details

Item	Type	Description of Damages	Amount	Date	Vendor
1	Supplies	Paint	\$122.25	3/6-3/25/2026	Kent
2	Supplies	New lock for door. Tenant kept the original keys.	\$124.20	3/6-3/25/2026	Home Depot
3	Supplies	Batteries for fire alarms	\$29.29	3/6-3/25/2026	Canadian Tire
4	Supplies	Pipe strap / Sealant	\$29.52	3/6-3/25/2026	Kent
5	Supplies	Stove cleaner	\$13.11	3/6-3/25/2026	Walmart
6	Labour	Second cleaning of unit, floors of dog urine and poop, oven, walls	\$100.00	3/6-3/25/2026	Billy
7	Labour	Manual labour to fix the apartment	\$600.00	3/6-3/25/2026	Billy
8	Labour	Remove dog poop from yard, 8 garbage bags half full, manual labour	\$100.00	3/6-3/25/2026	Billy
9	List of repairs	Hand size hole in bedroom 1 wall, had to remove temp plaster, redo correctly		3/6-3/25/2026	Billy
10	List of repairs	Hand size hole in bedroom 2 wall, had to remove temp plaster, redo correctly		3/6-3/25/2026	Billy
11	List of repairs	Fixed several Loonie size holes in wall, damage to drywall		3/6-3/25/2026	Billy
12	List of repairs	Water damage sideboard behind sofa		3/6-3/25/2026	Billy
13	List of repairs	Removed hooks, screws, shelves, mirror, dresser, wall mounts		3/6-3/25/2026	Billy
14	List of repairs	Fixed 50+ pin holes in walls, repaint		3/6-3/25/2026	Billy
15	List of repairs	Repaint ceiling in one room with markings		3/6-3/25/2026	Billy
16	List of repairs	Reinstalled 2 fire alarms		3/6-3/25/2026	Billy
17	List of repairs	Candle wax from wall near window, ~2 square feet, and on baseboard		3/6-3/25/2026	Billy
	Total		\$1,118.37		
	Labour	Lower Unit deep cleaning	\$414.00	3/6/2026	Dane the cleaning lady
	Grand Total		\$1532.37		

Landlord's and Tenant's Positions

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

Item # 1: Paint supplies (\$122.25) - The landlord testified that he had to paint the entire unit due to holes in the walls, pins and screws in the walls and shelving that had to be removed, and he stated that he is seeking the cost of paint in the amount of \$122.25. The landlord submitted photographs of the walls in the unit (LL#4) and a copy of a receipt from *Kent* to support the claim (LL#5).

The tenant disputed that he should be responsible for the cost to remove shelving and paint the walls as he stated that shelving is all part of normal wear and tear when you reside at a residence.

Item # 2: Replace locks (\$124.20) - The landlord testified that the tenant did not return the keys to the unit and he had to replace the locks on both exterior doors for security reasons. The landlord stated that they are seeking \$124.20 to cover the cost to replace the locks, and they submitted a copy of a receipt from *Home Depot* to support the claim (LL#6).

The tenant disputed that he should be responsible for the cost to replace the locks, and he stated that he installed the locks and they were push pad locks which did not require keys. The tenant stated that the code needed to be changed only.

Item # 3: Replace batteries for fire alarms (\$29.29) – The landlord testified that the tenant uninstalled the fire alarms from the ceiling and removed the batteries as well, and he stated that he is seeking the cost to replace the batteries in the amount of \$29.29.

The landlord submitted a copy of a receipt from *Canadian Tire* to support the claim (LL#7).

The tenant disputed that he should be responsible for the cost to replace the batteries in the fire alarms as he stated that the alarms are hard wired into the ceiling and do not require batteries.

Item # 4: Pipe strap / sealant (\$29.52) – The landlord testified that the tenant's dog had urinated on the corner of the inside entrance door, and he stated that the pipe strap had to be replaced with sealant. The tenant is seeking \$29.52 to cover the cost and he submitted a copy of a receipt from *Kent* to support the claim (LL#8).

The tenant disputed that his dog ever urinated inside the unit, and he added that the weather stripping was missing from the door since the commencement of the tenancy, and he stated that the door trim was rotted.

Item # 5: Stove cleaner (\$13.11) – The landlord testified that the stove was left in a poor state of cleanliness and he needed to purchase a stove cleaner to complete the work. The landlord stated that he is seeking \$13.11 to cover the cost and he submitted a copy of a receipt from *Walmart* to support the claim (LL#9).

The tenant did not dispute that he failed to clean the oven before he vacated the unit; however, he disputed that the oven was dirty, and he stated that he cleaned it approximately 1 month before vacating the unit and did not use the stove much during the last month. The tenant agreed to reimburse the landlord for the cost of the cleaner.

Item # 6: Cleaning (\$514.00) – The landlord testified that the entire unit needed a deep clean due to the presence of dog urine in the unit and he stated that he hired a professional cleaner to do most of the work and he stated that his handyman had to do extra sanitation work. The landlord is seeking \$414.00 for the cost of the professional cleaner and \$100.00 for the cost of his handyman for a total of \$514.00. The landlord submitted a copy of an invoice from *Quimming Cleaning Services* to support the claim (LL#10).

The tenant disputed that his dog ever urinated in the unit and he challenged the landlord to prove that he had. The tenant also disputed that the unit needed a deep clean.

Item # 7: Labor for repair work (\$600.00) – The landlord testified that he hired a handyman to make the necessary repairs to the unit which mostly included fixing holes in walls, painting walls and a ceiling and he is seeking \$600.00 for the cost of the handyman. The landlord submitted photographs of the walls and the ceiling (LL#4) and a picture of the e-transfer made to the handyman to support the claim (LL#11).

The tenant did not dispute that he installed shelving, put screws and pins in the walls, nor did he dispute that he caused holes in the walls.

Item # 8: Clean the yard (\$100.00) – The landlord testified that the yard needed to be cleaned due to animal feces and rocks that were left in the grass from the work that was agreed to be done by the tenant in lieu of rent paid, and he testified that he picked up 8 bags of garbage. The landlord is seeking \$100.00 for the cost of labor to clean the yard. The landlord submitted photographs of the yard to support the claim (LL#12).

The tenant did not dispute that there was some dog feces left in the yard given the fact that he vacated the unit in March during winter, however he disputed that he should be responsible for the removal of rocks in the grass.

Analysis

21. 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)*

22. Each item is analyzed as follows:

Item # 1: Paint supplies (\$122.25) - Based on the testimony of the landlord 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 was able to show that there was damage to the walls that required repair work and ultimately needed to be painted. The landlord was able to show that the tenant was negligent in causing the damage, and he submitted a receipt to show the cost of the paint. I find that the tenant is responsible for the cost of paint for the unit in the amount of \$122.25.

Item # 2: Replace locks (\$124.20) – I find that the cost to replace locks to a rental unit falls under “*the cost of doing business*” and for that reason, I find that the tenant is not responsible for the cost to replace locks.

Item # 3: Replace batteries for fire alarms (\$29.29) - I find that the cost to replace batteries to fire alarms falls under “*the cost of doing business*” and for that reason, I find that the tenant is not responsible for the cost to replace batteries to the fire alarms.

Item # 4: Pipe strap / sealant (\$29.52) – Based on the testimony of the landlord and the tenant and in accordance with Section 9-3 of the *Act* as stated above, I find that the landlord failed to show that the damage existed and he failed to show that the tenant was negligent in causing the damage. For those reasons, I find that the tenant is not responsible to reimburse the landlord for the cost of pipe strap and sealant.

Item # 5: Stove cleaner (\$13.11) – The tenant agreed to pay for the stove cleaner, and as such, I find that the tenant is responsible to reimburse the landlord for the cost of the stove cleaner in the amount of \$13.11.

Item # 6: Cleaning (\$514.00) – Based on the testimony of the landlord and the tenant, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the unit needed a deep clean. The landlord submitted a copy of an invoice from the professional cleaner; however, without photographs to show the cleanliness of the unit, I am unable to award any compensation for this item. I find that the tenant is not responsible for the cost of cleaning the unit.

Item # 7: Labor for repair work (\$600.00) – Based on the testimony of the landlord 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 was able to show that the repair work was required, and the landlord was able to show that the tenant was negligent in causing the damage. I asked the landlord when the last time the unit was painted and he responded that it was last painted just prior to the commencement of the

tenancy in January 2025. The landlord submitted a copy of an invoice from the handyman to support the claim, and as such, I find that the tenant is responsible for the cost of labor to make the necessary repairs to the unit in the amount of \$600.00.

Item # 8: Clean the yard (\$100.00) – Based on the testimony of the landlord 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 find that the landlord was unable to show that the tenant should be responsible for the cost to remove rocks from the grass. As for the dog feces, the exhibit entered into evidence shows a small amount of feces under the snow. I find that it is reasonable to expect that it would take approximately 15 minutes to clean the dog feces from the yard, and as such, I find that the tenant is responsible for the cost to clean the yard in the amount of \$6.09 (1/4 of the allowable rate for self-labor at \$24.35 per hour).

Decision

23. The landlord's claim for compensation paid for damage succeeds in the amount of \$741.45.

Issue # 3: Hearing Expenses \$45.00

Analysis

24. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and incurred *Commissioner of Oath* fees in the amount of \$25.00. The landlord submitted copies of receipts to support the claim (LL#13). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees and other administrative fees can be claimable costs. As the landlord's claim for losses partially succeeds, I find that the tenant is responsible for the hearing expenses.

Decision

25. The landlord's claim for hearing expenses succeeds in the amount of \$45.00.

Issue # 4: Security deposit to be applied against monies owed \$1125.00

Analysis

26. 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.*

27. The landlord's claim for losses has been successful as per paragraphs 18, 23 and 25 above and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlords 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.

Decision

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

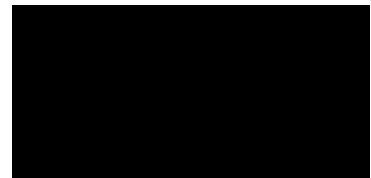
Summary of Decision

29. The tenant shall pay the landlords \$3152.51 as follows:

Rent paid	\$3500.00
Compensation for damage	741.45
Hearing expenses	45.00
Less: Security deposit & interest	1133.94
Total	\$3152.51

June 29, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office