

Residential Tenancies Tribunal

Application 2026-0208-NL and 2026-0262-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 22-April-2026 at 1:54 pm.
2. The applicants of the initial claim, [REDACTED], [REDACTED], and [REDACTED], hereinafter referred to as the tenants, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. Both parties acknowledged they were properly served.
5. The third applicant was not explicitly named on the formal first application for dispute resolution, however, the email which included this application did note he was intended to be included and was omitted only because the application document has only two blanks for tenants. The application is therefore amended to include him.

Issues before the Tribunal

6. Should the landlord's claim for damages succeed?
7. Should the tenants' claim for a refund of rent succeed?
8. What is the proper disposition of the security deposit?

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* (the *Act*).

Issue 1: Damages

10. The landlord claims \$6225.00 for damages, divided amongst 8 separate items. Each item, including the parties' positions, is dealt with below and have been grouped together in related categories for brevity. 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.
11. First, the landlord claims \$25.00 for the cleaning of a laundry tub, pictured in LL#1 page 2. She testified that the \$25.00 is what her contractor charged her to clean it. The tenants deny responsibility for the tub, saying that they never touched it, and the tub's dirty state was caused by a sewer backup. This is consistent with the tub's appearance, which is far dirtier than one would expect from regular use. The backup is discussed in the tenant's exhibit 2, pages 13 and 15. They also provided their exhibit 3 page 3, which shows the state of the tub before move in.
12. A tenant has a duty to keep the premises clean (s. 10 of the Act, statutory provision 2). Generally, they are responsible for returning the premises in a clean state regardless of other circumstances. A sewer backup is the type of exigent circumstance that justifies a departure from this policy. Sewer water contains a number of disease-causing contaminants, and remediating it goes beyond normal cleaning. The tenants fulfilled their duty by ensuring the landlord was aware of the backup. This portion of the landlord's claim fails.
13. Second, the landlord claims \$25.00 for the cleaning of mould off the wall in the corner of the master bedroom (see tenant's exhibit 1 page 1). The tenants deny responsibility for this mould as they say the landlord's failure to remedy deficiencies in the unit are the cause of the mould, though the landlord denies this.
14. As stated above, tenants have a general duty to return the premises in a clean state. Unlike a sewer backup, small amounts of mould are not beyond normal cleaning and are the tenant's responsibility. In the absence of a receipt or quote for the contractor's services, this tribunal awards labour at the rate of minimum wage +\$8.00/hour, or \$24.00/hour. This portion of the landlord's claim succeeds in the amount of \$24.00.
15. Third, the landlord claims \$150.00 for the cost of bringing garbage the tenants left in the premises to a waste disposal facility (LL#1 throughout). The tenants claim they left no garbage, and that all items present when they left were present when they moved in. The tenant's exhibit 3, dated at the beginning of the tenancy, shows many of the items the landlord says the tenants left behind. The landlord did not supply any documentary evidence of the premises prior to move in.
16. The landlord questions why the tenants didn't throw out the items themselves if what they testify is true. This is not a persuasive argument. Tenants do not have a right to dispose of someone else's possessions. I accept the tenant's testimony, supported by their documentary evidence. This portion of the landlord's claim fails.

17. Fourth, the landlord claims \$25.00 for the cost of repairing holes she says the tenants left in the master bedroom. The tenants say the damage was there on move in. Neither party provided documentary evidence of the state of the wall prior to move in. Both parties offer plausible accounts with no internal contradictions. This tribunal has no reason to believe the landlord's account is more likely to be true than the tenants', so this portion of her claim fails.
18. Fifth, the landlord claims \$4000.00, two month's rent, for the period of February-April 2026. She testifies that her contractor was not able to complete the repairs until the middle of April 2026, and therefore says the tenants are responsible for the lost rent.
19. A landlord has a duty to mitigate their losses by taking reasonable steps. In this case, the landlord could have negated the loss by seeking someone else to perform a relatively small amount of labour. This would have been a reasonable step. This portion of the landlord's claim fails.
20. Sixth and finally, the landlord claims \$2000.00 for loss of enjoyment of life. This tribunal is compensatory in nature and awards damages only in compensation for demonstrable financial loss. It does not have the jurisdiction to grant claims amounting to "pain and suffering." This portion of the landlords' claim fails.

Decision

21. The landlord's claim succeeds in the amount of \$24.00.

Issue 2: Refund of Rent

Tenant's Position

22. The tenants seek a refund of rent in the amount of \$18375.00, representing a 35% refund of the \$1500.00/month rent for the period from 29-January-2023 to 29-January-2026 and excluding the month of September 2023, as the landlord had discounted their rent for that month. They say this represents the loss of enjoyment of the rental premises they suffered because of the landlord's failure to address necessary repairs in a timely manner. In particular, they testify that they reported an issue with mould in the bathroom on 29-January-2023 that was not addressed until September 2023. They also testified that a roof leak was reported on 10-August-2023 that was not addressed until after they moved out.

Landlord's Position

23. The landlord is opposed to the tenant's claim. She did not specifically address their arguments or dispute their evidence but implicitly took the position her actions were reasonable and appropriate. She also suggested questioned their credibility, stating that "it beggars belief that they'd move in if it's that bad."

Analysis

- 24. Policy 4-002 discusses remedies available to tenants when repairs are necessary to a rental premises. It states that a tenant may give the landlord a written request to make the necessary repairs within a reasonable time. Where a landlord fails to complete the necessary repairs within a reasonable time, the tenant may apply for a rebate of rent based on actual costs incurred. "Actual costs incurred" includes loss of use of some portion of the rental premises, in accordance with s. 16(5) of the *Act*, which states that the loss of a service, privilege, accommodation, or benefit is considered to be an increase in the amount of rent payable. S. 16(6) of the *Act* allows the director to value a service, privilege, accommodation or benefit made unavailable.
- 25. The tenants provided a series of screenshots documenting their requests for repairs, T#2. These screenshots corroborate their testimony regarding the timeline. They did not provide a formal Tenant's Request for Repairs or provide a date by which the repairs ought to be completed.
- 26. The timeline requirement is important. It provides the landlord with notice that there will be financial consequences to a failure to effect repairs and gives them a concrete deadline by which they can avoid these consequences. In the absence of such a deadline, the tenants' claim fails.

Decision

- 27. The tenants' claim for a refund of rent fails.

Issue 3: Security Deposit

- 28. The landlord is owed moneys and may therefore apply the sum owed against the security deposit. In the present case the security deposit was \$750.00 that was paid on 13-April-2022.
- 29. 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 set a simple interest rate of 1% annual for the years 2024 and 2025, and a rate of 0% for all other relevant years. The total interest calculated to the date of the hearing is therefore \$15.00.

Summary of Decision

- 30. The landlord shall pay to the tenants \$741.00 as follows:

Security Deposit.....	\$765.00
Less Damages.....	\$24.00
 Total.....	 \$741.00

13-May-2026
Date



Seren Cahill
Residential Tenancies Office