

Residential Tenancies Tribunal

Application 2026-0214-NL

John R. Cook
Adjudicator

Introduction

1. The hearing was called at 1:51 PM on 26 March 2026 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as “the landlord”, participated in the hearing.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant”, was also attendance.

Issues before the Tribunal

4. The landlord is seeking the following:
 - An order for a return of possessions valued at \$20.00,
 - An order for a payment of rent in the amount of \$2000.00
 - An order for a payment of late fees in the amount of \$75.00,
 - An order for a payment of \$3272.50 in compensation for damages
 - An order for \$20.00 in costs, and
 - Authorization to retain the \$500.00 security deposit.

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
6. Also, relevant and considered in this decision are sections 18, 20, 21, 23 of the *Residential Tenancies Act, 2018*, and policy 9-3: Claims for Damage to Rental Premises.

Preliminary Matters

7. The tenant called [REDACTED] as a witness.

8. The landlord called [REDACTED] as a witness.

Issue 1: Missing Possessions - \$20.00

Relevant Submissions

The Landlord's Position

9. The landlord and tenant entered into a monthly rental agreement on 01 December 2023, and a copy of that agreement was submitted with the landlord's application. The agreed rent was set at \$1000.00 per month, and it is acknowledged in the agreement that the tenant had paid a security deposit of \$500.00.
10. On 26 September 2025, the landlord issued the tenant a termination notice, indicating that she was required to vacate the rented premises on 31 December 2025. The tenant vacated the premises early, on 02 October 2025, and on 06 October 2025, she also issued the landlord a termination notice. Copies of these notices were submitted with the landlord's application. Her notice was a standard 3-month notice, issued under section 18 of the *Residential Tenancies Act, 2018*. The tenant's notice, though, was issued for cause: she cites section 20 (notice where material term of agreement contravened), section 21 (notice where premises uninhabitable) and section 23 (notice where landlord contravenes peaceful enjoyment and reasonable privacy).
11. The landlord stated that when the tenant vacated the unit, she took 3 curtain rods from the premises. The landlord replaced the curtain rods after the tenant vacated the unit, and she is now seeking \$20.00 for the costs of replacement. The landlord stated that these rods were brand new when the tenant moved in, and she submitted a receipt, as well as a screenshot from the Walmart website showing their replacement costs.

The Tenant's Position

12. The tenant acknowledged that she had accidentally removed these curtain rods when she had packed up her possessions. Although she contested the landlord's claim that the rods were new when she moved in, she ultimately agreed that she owed the landlord \$20.00.

Analysis and Decision

13. As the tenant acknowledges that she owes the landlord \$20.00 for these curtains, the landlord's claim succeeds in that amount.

Issue 2: Compensation for Damages - \$3272.50

Relevant Submissions

The Landlord's Position

14. The landlord stated that she had carried out a walkthrough with the tenant when the tenancy began in 2023, and a copy of an incoming inspection report was submitted with her application. According to that report, the rental unit was freshly painted throughout, and except for some damage to a window in the master bedroom and a cabinet in the bathroom, all other items were listed as being in good condition.
15. After the tenant vacated the property on 02 October 2025, the landlord stated that she discovered significant damage to the property, and she submitted the following breakdown of the costs to carry out repairs:
 - Apartment entrance and door \$2000.00
 - Bathroom door and living room wall..... \$250.00
 - Cleaning \$240.00
 - Cleaning supplies \$15.00
 - Replace floor in storage space \$747.50
 - Dispose of loveseat \$20.00
 - Total..... \$3960.50

Apartment Entrance Door

16. The landlord stated that the tenant kept a dog during her tenancy, and she complained that the dog had scratched and caused damage to the door, the door box, and the interior trim around the door, and she submitted photographs with her application showing that damage. SP corroborated these claims, and she stated that the condition of the door deteriorated over the course of this tenancy.
17. The landlord testified that she had consulted contractors concerning the repair of this entranceway, and although she believes that the steel door is itself salvageable, she was informed that she needs to replace the entire door box, which cannot be purchased without purchasing a door as well. Her submitted quotes show that she would be charged between \$677.00 and \$1026.00 for a new door. One quote shows that the labour to install the door would come to \$724.00, while another quote provides for the costs of the door with its installation, coming in at \$1447.85.

Bathroom door

18. Besides the exterior door, the landlord also complained that the tenant's dog had been scratching at the bathroom door and the trim around the door, and she pointed to her photographs showing that damage.

19. The landlord also submitted a photograph showing that there was some damage to the wall in the living room. The landlord testified that the tenant had tried to hang a clock on that wall using Command Strips. However, when the strip was removed, it tore away some of the paint and drywall.
20. The landlord stated that that damage has not yet been repaired, but she submitted a quote from her contractor in which he states that it would cost \$250.00 to repair that damage. The landlord stated that the door and trim were approximately 15 years old, but they were both freshly painted, as was the wall, before the tenant moved in.

Cleaning and cleaning supplies

21. With her application, the landlord also submitted photographs showing the condition of the apartment after the tenant vacated. The landlord stated that these photographs show that there is soap scum on the walls of the shower, that there is cat fur in the crawl space, that items had been left behind in the cupboards and the freezer, that there were crumbs in the cupboards and that there was grease found on the oven and the stovetop. The landlord also complained that there was a strong smell of cat urine in the crawlspace where the tenant had placed the litter box. These claims were corroborated by SP.
22. The landlord stated that it took her 10 hours to carry out the cleaning, and she testified that the bulk of her time was spent trying to remove the smell of cat urine. She also submitted receipts with her application showing that she had purchased cleaning supplies at a cost of \$37.06.

Replace Floor in Storage Space

23. The landlord stated that she had detected the smell of cat urine in the tenant's apartment back in July 2025, and at that time she had issued her a Notice to Repair requiring that she rectify the matter. The landlord stated that there remained a smell of cat urine in the apartment after the tenant vacated, and it was specifically located in the crawlspace, where the tenant had placed the litterbox.
24. The landlord complained that although she had bleached the floor in the crawlspace, and had it chemically treated, she was only able to remove the smell by replacing the floors in that area altogether. With her application, the landlord submitted an e-mail from DR in which he writes that he would charge the landlord \$747.50 to chemically treat the floor and install new vinyl flooring in that area. She testified that that was the price she eventually paid to have that work completed. She testified that the damaged floor was approximately 20 years old when the tenancy ended.

Dispose of loveseat

25. The landlord stated that the tenant had left behind some food and a loveseat after she had moved out, and she is seeking \$20.00 in compensation for her labour to remove and dispose of those items.

The Tenant's Position

Apartment Entrance Door

26. The tenant acknowledged that her dog has scratched the door and door box. However, she argued that she should only be responsible for half of the costs of repairing the door and door box, as the landlord's dog had also been scratching at her door during her tenancy. The tenant also pointed out that this door was old, and she claimed that it was rotten in the bottom area.

Bathroom door

27. The tenant denied that the dog had been scratching at the bathroom door, and she denied that any damage had been caused to that door during her tenancy. She stated that that door was kept open at all times with a doorstop, and there was therefore no cause for her dog to be scratching at that door.
28. Regarding the wall, the tenant denied that she had caused any damage to it during her tenancy, and she claimed that the photograph submitted by the landlord showing that damage also shows a window with a curtain rod. She argued that as she had taken the curtain rods with her when she vacated, then the photograph could not have been taken after she had moved out.

Cleaning and cleaning supplies

29. The tenant denied that any cleaning was required after she vacated. She claimed that the unit was "spotless", and that she had spent the whole day scrubbing the unit before she moved out. She also denied that there was any smell of cat urine in the crawl space, and she pointed out that there was already a smell there when she moved in, as a result of some moldy recyclables that been stored there. These claims were corroborated by CK.

Replace Floor in Storage Area

30. The tenant claimed that there was no smell of cat urine in her apartment or in the crawlspace. That claim was corroborated by CK. She claimed that she was particularly careful with the cat's litterbox and she had placed "pee pads" under it in case there was any accidental spillage.
31. The tenant reiterated that there was already a smell in that area when she moved in, and she also claimed that this flooring was already quite old and in poor shape. She stated that the floor merely consisted of "stick-on" tiles, and she

claimed that during her tenancy these tiles kept coming loose and she had to continually reattach them to the floor. She also pointed out that the landlord had replaced these stick-on tiles with a laminate floor and she suggested that it was unfair that she would have to pay for this upgrade in flooring.

Dispose of loveseat

32. The tenant acknowledged that she had left behind some food, and she also acknowledged that she had not removed her loveseat when she vacated. The tenant stated that the only way that she could have removed the loveseat was if she had taken it through the landlord's apartment, and she claimed that she was too afraid to ask her permission remove it that way.

Analysis

33. Under Section 10.(1)2. of the *Residential Tenancies Act, 2018* the tenant is responsible to keep the premises clean and to repair any damage caused by a willful or negligent act.

2. *Obligation of the Tenant* - The tenant shall keep the residential premises clean, and shall repair damage caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.

Accordingly, in any damage claim, 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)

In accordance with Residential Tenancies policy 9-3, the adjudicator must consider depreciation when determining the value of damaged property. Life expectancy of property is covered in Residential tenancies policy 9-6.

Under Section 47 of the *Act*, the director has the authority to require the tenant to compensate the landlord for loss suffered or expense incurred as a result of a contravention or breach of the *Act* or the rental agreement.

Order of director

47. (1) *After hearing an application the director may make an order*

(a) determining the rights and obligations of a landlord and tenant;

(b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord;

(c) requiring a landlord or tenant who has contravened an obligation of a rental agreement to comply with or perform the obligation;

(d) requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the rental agreement

34. With respect to the entrance door, door box, and trim work, I accept the landlord's evidence which shows that there are scratches on the door and the door box, and it was conceded by the tenant that her dog had been scratching at that door during her tenancy. However, as that door was 18 years old, and as it seems probable to me that the landlord's dog also contributed to some of that damage, I find that I cannot award the landlord the full costs she is seeking here. To account for the depreciated value of the door, I find that the landlord is entitled to a 50% award of the quote she had received (\$1447.85 from Norseman Window and Siding) for the costs of purchasing and installing the door, and a further 25% reduction to account for her own dog's contribution to that damage. I calculate that amount to be \$542.94 ($\$1447.85 \times 50\% = \723.93 less a further 25%).
35. Regarding the bathroom door and the chip in the wall from the Command strip, based on the landlord's photographs, I find that this damage is very minimal, and some of it could be chalked up to normal wear and tear. I find that a \$50.00 award to touch up these areas is fair.
36. The landlord's evidence does show that the unit had not been perfectly cleaned before the tenant vacated, and I also accept the landlord's corroborated evidence that there was a smell of cat urine in the unit, especially in the crawlspace. Accordingly, I award the landlord \$243.50 for 10 hours of her personal labour and the \$15.00 she claimed for cleaning supplies.
37. As indicated in the previous paragraph, I accept the landlord's corroborated claim that there was a smell of cat urine in the crawl space, and I also agree with her that that odour required the replacement of the flooring in that area. However, as the floor was 20 years old, and as linoleum floors have a similar lifespan as stick-on tile floors (25 years), I find that the landlord is entitled to a depreciated award of \$149.50 ($\$747.50 \div 25 \text{ years} \times 5 \text{ years remaining in lifespan}$).
38. The tenant acknowledged that she had left behind some food and the loveseat, and I therefore also find that the landlord is entitled to the \$20.00 she claimed here.

Decision

39. The landlord's claim for compensation for damages succeeds in the amount of \$1020.94 determined as follows:

- Apartment entrance and door \$542.94
- Bathroom door and living room wall..... \$50.00
- Cleaning \$243.50
- Cleaning supplies \$15.00

- Replace floor in storage space \$149.50
- Dispose of loveseat \$20.00

- Total..... \$1020.94

Issue 3: Rent \$2000.00

Relevant Submissions

The Landlord’s Position

40. The landlord stated that on 26 September 2025, when she had issued the tenant the 3-month termination notice, requiring that she move on 31 December 2025, she had already had new renters lined up to move in on 01 January 2026.

41. When the tenant vacated on 02 October 2025, without notice, the landlord stated that she acted as quickly as possible to complete the repairs at the unit, and she convinced the renters she had lined up for January 2026 to move in early. However, because they were already renting an apartment, they had to give proper notice to their landlord, meaning that the earliest they were able to move in was 01 December 2025.

42. Despite these efforts on the landlord’s part, she stated that she had not received any rent from the tenant for the month of October 2025, and she received no rental income for the month of November 2025. She is seeking an order for a payment of rent in the amount of \$2000.00 for those 2 months.

The Tenant’s Position

43. The tenant acknowledged that she vacated the unit early, on 02 October 2025, and she stated that she had done so because the landlord had been interfering with her peaceful enjoyment. She claimed that the landlord would not permit her to use the washing machine on days that were not Saturdays, requiring that she launder her clothes at a friend’s house. She also complained that when she would shower at the unit after a long day of fighting a forest fire, there was no hot water left. The tenant also complained that the landlord required that she replace 4 Downy dryer sheets that she had accidentally taken from the landlord, and she was informed by her neighbours that the landlord had been taking pictures of her apartment.

44. Regarding the rent, the tenant pointed out that she had received a termination from the landlord, which meant that she was required to vacate the property. She stated that she immediately started looking for a new apartment, and when she found a new place, she figured it would be prudent to take it as apartments are hard to come by.

Analysis

45. It is not disputed that the landlord had terminated this tenancy, and it was set to end on 31 December 2025. Unless another valid termination was issued, by either the landlord or the tenant, indicating that the tenancy would be ending on an earlier date, the tenant was responsible for paying rent up to 31 December 2025.
46. The tenant did issue the landlord a termination notice on 06 October 2025, citing sections 20, 21 and 23 of the *Act*, and that notice had an effective termination date of 02 October 2025. But that notice is not valid. A section 20 notice is a 1-month notice, meaning that the earliest termination date should have been 30 November 2025. A section 21 notice has immediate effect, meaning that the termination date ought to have indicated that the tenancy ended on 06 October 2025. And a section 23 notice is a 5-day notice, meaning that the earliest termination date should have been listed as 12 October 2025. Because the tenant's notice meets none of the timeframe requirements set out in these 3 sections of the *Act*, it is invalid.
47. As the tenant moved out of the unit on 02 October 2025 without providing the landlord with a proper termination notice, she is deemed to have abandoned the residential premises, and she is liable for any damages the landlord suffered as a result of that abandonment. I accept the landlord's claim that as she already had tenants lined up for 01 January 2026, and that she had mitigated her losses by convincing them to move in a month earlier. Nevertheless, the landlord did suffer a loss of rental income for the months of October and November 2025 as a result of the tenant's abandonment, and I therefore find that she is entitled to a payment of \$2000.00 for those 2 months.

Decision

48. The landlord's claim for a payment of rent succeeds in the amount of \$2000.00.

Issue 4: Late Fees - \$75.00

49. The landlord has assessed a \$75.00 late fee

Analysis

50. 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.*

The minister has prescribed the following:

Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed:

(a) \$5.00 for the first day the rent is in arrears, and

(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00.

51. As the tenant has been in rental arrears since 02 October 2025, the landlord is entitled to a payment of the maximum fee of \$75.00 set by the minister.

Decision

52. The landlord's claim for late fees succeeds in the amount of \$75.00.

Issue 5: Security Deposit

53. According to the submitted rental agreement, the tenant paid a security deposit of \$500.00 on 22 November 2023. Based on the [Security Deposit Interest Rate Schedule](#), that deposit has accrued \$10.00 in interest.
54. As the landlord's claim has been successful, she shall retain that deposit, plus interest, as outlined in this decision and attached order.

Issue 6: Costs

55. The landlord paid a \$20.00 fee to file this application. According to section 47.(1) of the *Residential Tenancies Act, 2018*, the director may make an order:

(q) requiring an unsuccessful party to an application to pay costs to a successful party to an application.

As the landlord's claim has been successful, the tenant shall pay these costs.

Summary of Decision

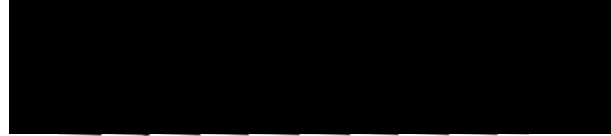
56. The landlord is entitled to the following:

a) Missing Possessions	\$20.00
b) Compensation for Damages.....	\$1020.94
c) Rent.....	\$2000.00
d) Late Fees	\$75.00
e) Costs	20.00

- f) LESS: Security Deposit (\$510.00)
- g) Total Owing to Landlord \$2625.94

25 May 2026

Date



John R. Cook
Residential Tenancies Tribunal