

## Residential Tenancies Tribunal

Application 2026-0237-NL and 2026-0299-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 14-May-2026 at 9:09 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent and counterclaimant, [REDACTED] hereinafter referred to as the landlord, also attended by teleconference.

### Preliminary Issues

4. The parties acknowledged they were properly served.

### Issues before the Tribunal

5. Should the landlord's claim for damages succeed?
6. What is the proper disposition of the security deposit?

### Legislation and Policy

7. 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

8. The landlord claims \$897.50 in compensation for damages, divided amongst four items. 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. The landlord's claims for damages are all based on cleaning and removing garbage. She testified that this includes within the tenant's own room and the common area she shared with other tenants.
10. The landlord provided a set of photos I have labeled L#1-L#8. L#7 shows a bedroom. On cross-examination, the landlord admitted this is not the tenant's bedroom, but a different tenant's bedroom in the same building. She suggested she could submit photos of the tenant's bedroom after the hearing. However, evidence cannot generally be accepted after the end of the hearing, as this would deny the other party the chance to respond and thus violate the principle of procedural fairness.
11. The tenant testified that her bedroom was clean when she left, and the landlord testified that it was not. Both stories are plausible and neither is inconsistent with any external evidence. The standard of evidence is the balance of probabilities, which is to say, the landlord can only succeed if she establishes that the basis of the claim is more likely to be true than not. In this case, she has at best established that her claim is equally likely as not.
12. Regarding the common area, L#1-L#6 and L#8 indeed show that there were items and garbage left on the premises and cleaning left to be done. The tenant testified, and the landlord did not dispute, that three tenants in common (not joint tenants) all vacated on or about the same date. All three had access to the same common area.
13. The tenant says none of the remaining items are hers, and that she cleaned up all the dirt in the kitchen she had caused. The landlord expressed frustration, saying that this is the position each tenant in common maintains, yet at least one of them must be responsible. I acknowledge the position she is in is a difficult one. Nevertheless, the standard of proof remains the same.
14. The landlord has failed to establish on a balance of probabilities that the tenant caused the damages.

### Decision

15. The landlord's claim for damages fails.

### **Issue 2: Security Deposit**

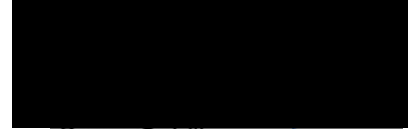
16. The landlord's claim has failed, and the security deposit must therefore be returned to the tenant. In this case, the security deposit was \$468.75 and was paid on 4-January-2022.
17. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the 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 an interest rate of 0% for all other relevant years. Calculated to the date of the hearing, the interest totals \$9.38.

## Summary of Decision

18. The landlord shall return the security deposit and interest, totaling \$478.13, to the tenant.

15-May-2026

Date



Seren Cahill  
Residential Tenancies Office