

Residential Tenancies Tribunal

Application 2026-0257-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-April-2026 at 1:51 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference alongside his wife [REDACTED]
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Issues

4. The respondent acknowledged she was properly served.

Issues before the Tribunal

5. Should the landlord's application 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 seeks \$4858.31 in damages, divided amongst 16 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 items 1-3, 8-9, 10, and 14, totalling \$1119.89, all relate to damage caused in relation to the issue of flooding. The landlord testified that on 24-February-2026 he attended the premises on the tenant's request in response to a water backup to find fixtures overflowing. He testifies that the tenant told him it "had been like this for two or three days." He says further investigation failed to determine the cause, so he does not argue the tenant was responsible for the initial damage. Instead, he says her failure to report the backup in a timely manner led to further damage that she is responsible for.
10. The tenant agrees with the landlord's testimony except she says that she called the landlord almost as soon as the issue began, and she denies she told him otherwise.
11. To be successful in his claim, the landlord must establish on a balance of probabilities that the tenant's negligent action caused the damage. He alleges she was negligent in failing to report the issue. She says there was no failure to report. Both stories are equally plausible. Neither is contradicted by itself or any external evidence. This tribunal has no reason to prefer one version over the other and therefore cannot find that the landlord has established his claim on a balance of probabilities. This portion of the landlord's claim fails.
12. Item 4 is \$117.02 for the repair of swollen baseboards. The landlord testified that when he retook possession, baseboards throughout the premises had been swollen, presumably because of moisture. He presents as evidence LL#1, photos 10 and 11, 32 and 33, 67, 127, 133, and more. Item 16 is \$60.00 for the replacement of damaged light switches throughout the premises. He presents as evidence LL#1 photos 36 and 78-82.
13. The tenant's evidence regarding these issues was somewhat unclear. Literally, she testified that the premises "was not like that when she left." After some clarifying questions, I was satisfied that what she meant was that she had not at any point noticed any damage, not that she specifically recalled seeing those areas undamaged. All the damage shown was quite small and would not be obvious without extremely close inspection.
14. The onus is on the landlord to establish the extent, cost, and causation of the damages. To establish causation, they must provide sufficient evidence to show that the tenant or a person they allowed on the premises caused the damage. One way to do this is to provide photos of prior to the tenancy showing the absence of damage. In the present case, this tribunal finds that the landlord has failed to establish that the tenant caused the damage, so this portion of his claim fails.
15. Items 5-7 total \$111.40 in cleaning supplies and item 13 is \$400.00 for cleaning labour. The landlord says the tenant left the premises in an unclean state. Photos in LL#1 and LL#2 show floors in need of sweeping and in some places mopping, walls which require some attention from a damp cloth, and a stove and other appliances which have not been cleaned. The landlord testified that the cleaning took in excess of 80 person hours altogether. LL#4 pages 3 and 4 show the cost of cleaning supplies.
16. The tenant says she does not recall this dirt, but she is still responsible for returning the premises in a clean state. This tribunal finds she did not do so.

17. This tribunal awards self-labour at a rate of \$8.00/hour + minimum wage, or \$24.00/hour. Judging from the evidence provided, we estimate that cleaning the premises would take roughly 10 person hours. We estimate about \$24.74 of the cleaning supplies in the receipts are justified by the level of mess shown. This portion of the landlord's claim succeeds in the amount of \$264.74.
18. Items 11 and 12 are \$1450.00 for painting and plastering over damage in both bathrooms and 8 other walls throughout the premises. Damaged paint and plaster can be seen in photos including LL#1 page 1, 50-57, 60-63, 99, 109-112. The landlord testified that the master bedroom, hallway, and living room were painted immediately prior to the tenant's 1-March-2025 move in. The landlord said this took him about 41 person hours altogether and his wife a slightly lower amount of time. He also included \$186.54 for materials (LL#4 page 9).
19. The tenant agrees the landlord painted immediately prior to her move in. It therefore follows logically that she or a person she allowed on the premises caused the damage to the walls, aside from the bathrooms, where this tribunal has already failed to find the tenant responsible for the damage.
20. This tribunal estimates plastering and painting the damages caused by the tenant would take about 18 hours in total. The materials cost claimed is reasonable. This portion of the landlord's claim succeeds in the amount of \$618.54.
21. Finally, in item 13 the landlord claims \$1600.00 for the month of March 2026 in missed rent, as the landlord did not have her items fully removed from the premises until 5-March-2026.
22. The tenant denies responsibility as her insurance company had taken control of this part of the move out. This argument is without merit. The insurance company employees or contractors were operating as her agents. Insofar as her contractual relationship with the landlord goes, she is responsible for their actions. She may or may not have a claim against them in turn, but this is irrelevant to this proceeding. The landlord has no contractual relationship with the insurance company. He can only claim against the tenant.
23. As the tenant was not found responsible for most of the damages, which needed to be repaired before a new tenant could move in and caused her sudden departure, it is not logical to hold her responsible for rent for the full month. Nevertheless, this tribunal does accept that but for her failure to remove her items earlier, the repairs probably would have been completed and the unit rented up to 5 days earlier. The tribunal therefore awards five days rent.
24. A daily rate must be calculated. The correct method of determining the daily rate is to multiply the monthly rent by 12 months and divide by 365 days. In this case, the daily rate is $\$1600/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$52.60/\text{day}$. This portion of the landlord's claim succeeds in the amount of \$263.01.

Decision

25. The landlord's claim for damages succeeds in the amount of \$1146.29.

Issue 2: Security Deposit

- 26. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In this case the security deposit is \$1200.00 which was paid on 10-February-2025.

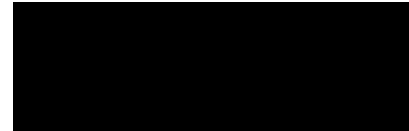
- 27. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a rate of 1% simple annual interest for the year 2025 and 0% interest for the year 2026. Calculated to the date of the hearing, the total interest is therefore \$10.68.

Summary of Decision

- 28. The landlord may apply the damages against the security deposit, leaving a balance of \$64.39 as follows:

Security Deposit.....	\$1210.68
Less Damages.....	\$1146.29
Total.....	\$64.39

16-April-2026
Date



Seren Cahill
Residential Tenancies Office