

Residential Tenancies Tribunal

Application 2026-0294-NL and 2026-0425-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-June-2026 at 1:48 pm.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent and counter-applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by owner [REDACTED], who also attended by teleconference.

Preliminary Issues

4. Both parties acknowledged they were properly served.
5. This was a fixed lease agreement which was set to end on 1-February-2026, with rent set at about \$1030.00/month due on the 1st of each month and a security deposit of \$437.50 which was paid on 8-July-2021.
6. The landlord initially claimed for both compensation for inconvenience and compensation for damages. Careful reading of s. 47(1)(h) of the *Act* shows that while the director is authorized to make an order directing a landlord to pay to a tenant an amount as compensation for inconvenience, the reverse is not true. In other words, only a tenant can claim for compensation for inconvenience. Nevertheless, I find that the landlord's compensation for inconvenience claim might be more properly considered as a request for compensation for damages and consider it under that heading.
7. After hearing the tenant's testimony, the landlord withdrew part of his claim which involved an allegedly missing fire extinguisher.

Issues before the Tribunal

8. Should the landlord's claim for compensation for damages succeed?
9. What is the proper disposition of the security deposit?

Legislation and Policy

10. 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

11. The landlord claims \$637.58 in compensation for damages divided amongst 5 items. Each item will be dealt with below. 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.
12. First, the landlord claims \$195.53 for the repair of damaged drywall in the bedroom. The landlord testified that the wall was damaged during the tenancy. L#1 pages 3-5 show the cost of the repair, including labour, was \$195.53. The tenant candidly admitted she caused this damage.
13. The damages were established and I accept the landlord's evidence that the repair cost \$195.53. As drywall generally lasts a lifetime unless otherwise damaged, depreciation is not in issue. This portion of the landlord's claim succeeds in the amount of \$195.53.
14. Second, the landlord claims \$189.75 for the cost of cleaning a carpet they say the tenant left in an unclean condition. L#1 page 2 shows a receipt for the carpet cleaning totaling \$189.75. The landlord testified that the carpet was about ten years old. The life expectancy of carpets is about 8-10 years. In accordance with the depreciation policy, the carpet has exceeded its maximum life expectancy and therefore has no real remaining value. This portion of the landlord's claim fails.
15. Third, the landlord claims \$3.45 in materials and \$75.00 in labour for the cost of cleaning the premises, including the bathroom. He testified that the tenant left the premises in an unclean state and the cleaning took 5 hours. A receipt was provided for the material cost as L#1 page 2. The tenant denies leaving the premises in an unclean state and says it was entirely clean except for the stove. Neither party offered any documentary evidence showing the state of the premises at the time of the move out, making this what has been called a "he said, she said." Both parties have a version of accounts that is plausible and not contradicted by itself or any external evidence. I have no reason to favour one account over the other.
16. The standard of proof in civil matters is the "balance of probabilities" and the onus is on the applicant. In other words, to rule in the applicant's favour I must find that their version of events is more likely than the respondent's. In this case I find both versions of equally likely, so this portion of the landlord's claim fails.
17. Fourth, the landlord claims \$11.50 in materials and \$60.00 in labour for the cost of cleaning the oven. The landlord testified that cleaning the oven took four hours. The cost of materials can be seen in L#1 pages 1-2. The tenant agreed the oven needed to be

cleaned and did not refute the amount of time or materials the landlord claimed. This tribunal awards self labour at a rate of up to \$8.00/hour plus minimum wage or \$24.35/hour.

18. This portion of the landlord's claim succeeds in the full amount claimed of \$71.50.
19. Fifth and finally, the landlord claims \$102.35 in compensation for the value of a medicine cabinet he says the tenant destroyed and left on the bathroom floor. The tenant denies this. She says the cabinet door simply came off in her hand while she was moving out. While the timing would seem to be unlikely, this is still a plausible explanation. Neither party provided any documentary evidence of the damaged cabinet, so I can rely only on the testimony of the parties.
20. I have no reason to disbelieve the tenant's testimony. This portion of the landlord's claim fails.

Decision

21. The landlord's claim for compensation for damages succeeds in the amount of \$267.03.

Issue 2: Security Deposit

22. The landlord is owed moneys and may therefore apply the security deposit against the sum owed.
23. 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 simple interest rate of 1% annual for the years 2024 and 2025 and an interest rate of 0% for all other relevant years. The interest totals \$8.76.

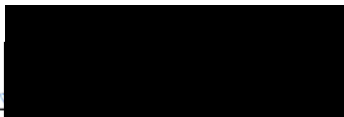
Summary of Decision

24. The landlord shall pay to the tenant \$179.23 as follows:

Security Deposit and Interest.....	\$446.26
Less Damages.....	-\$267.03
Total.....	\$179.23

29-June-2026

Date


Seren Cahill
Residential Tenancies Office