

Residential Tenancies Tribunal

Application 2026-0323-NL and 2026-0464 -NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 13-May-2026 at 2:15 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, also attended by teleconference.

Preliminary Issues

4. The landlord acknowledged he was properly served. The tenant waived his right to service.
5. The landlord submitted a counterclaim against the security deposit within the ten days required by s. 14(11) of the *Act*, but it was not processed immediately due to apparent deficiencies in the application caused by technical errors. At the hearing, I reviewed the application and determined it was sufficiently complete to be processed and heard on its merits. Rather than postpone allowing more time to prepare to hear the counterclaim, the parties agreed to hear it on that day. The landlord had already provided to the tenant the evidence on which he intended to rely.

Issues before the Tribunal

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

Legislation and Policy

8. 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

9. The landlord claims \$1468.00 in damages, divided amongst 4 separate items. I have grouped related items together, resulting in two separate items 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.
10. First, the landlord claims \$48.00 in unpaid rent for the first two days in April, as he says the tenant did not move out until 2-April-2026. The tenant denies this, saying he moved out on 1-April-2026. However, both men agree the tenant left the keys and removed the last of his possessions on 2-April-2026.
11. I agree with the landlord that the tenant had not finished moving out until he removed the last of his possessions and left the keys. This portion of the landlord's claim succeeds. The daily rate is found by multiplying the monthly rent by 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$750.00/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$24.66/\text{day}$. This portion of the landlord's claim succeeds in the full amount claimed of \$48.00.
12. Second, the landlord claims \$370.00 for labour and \$1050.00 in materials for the restoration of the shower. He testified that the tenant left the shower in an unclean and mouldy state so extensive that cleaning alone was insufficient and he was forced to replace the shower pan. L#1 page 1, a photo the landlord took on 6-April-2024, shows the shower in an extremely unclean state, covered in a large brown or black patch that resembles mould. L#1 page 2 shows the shower in September 2024, immediately prior to the tenancy. The photo is too far to make out much detail, but there is no visible dirt or mould.
13. The tenant denies responsibility for the shower. He testified that the shower is part of a common area, and he was not the only one to live there and use it (the landlord agrees, but says the last other tenant moved out in the fall of 2025 and the tenant has had sole occupancy since then). He claims the landlord did not inspect the premises after the last tenant moved out and so cannot know who caused the uncleanliness. He also says the shower was unclean when he moved in, and this is the natural progression of that.
14. The landlord testifies that the shower was in such an unclean state that it caused permanent damage, and L#1 page 1 supports this. The landlord testifies that the tenant had sole access for the last several months of the tenancy, and the tenant does not dispute this. If the tenant did not personally cause the damage through a wilful act, he was negligent in failing to report it to the landlord (the single mention at the beginning of the tenancy shown in T#3 is not sufficient. It mentions dust and grease, not mould, and gives no impression there is a potential danger to the property). I therefore accept on a balance of probabilities that the tenant is responsible for the damage to the shower.

15. The landlord provided no invoices, receipts, or quotes for the costs of materials or his contractors. In cases such as this, this tribunal awards only labour costs at the self-labour rate, which policy sets at minimum wage +\$8.00/hour, or \$24.00/hour. The landlord testified that the cleaning took 3 hours, and I estimate that replacing the shower pan would take about 5 additional hours.
16. This portion of the landlord's claim is successful in the amount of \$192.00.

Decision

17. The landlord's claim for damages succeeds in the amount of \$240.00.

Issue 2: Security Deposit

18. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. In this case, the security deposit was \$375.00 paid on or about 21-September-2024.
19. 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 a rate of 0% for the year 2026. The total interest at the time of the hearing is therefore \$4.80.

Summary of Decision

20. The landlord shall pay to the tenant \$139.80 as follows:

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|-----------------------|--------------|
| Security Deposit..... | \$375.00 |
| Less Damages..... | \$240.00 |
| Total..... | \$139.80 |

21-May-2026
Date

Seren Cahill
Residential Tenancies Office