

Residential Tenancies Tribunal

Application 2026-0334-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:12 a.m. on 25 May 2026.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had the tenants served with the notice of hearing electronically by emails on 17 April 2026 (LL#1). The tenants confirmed receipt of the documents on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a 12-month fixed term rental agreement which commenced on 1 April 2025. The tenants vacated the unit on 31 March 2026. Rent was \$1575.00 per month, due on the first day of each month. A security deposit of \$1181.25 was paid on 21 March 2025 and is in the landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$2742.75
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$1181.25

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*.

8. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Damages to rented premises and Section 12-1: Recovery of costs.

Issue # 1: Compensation Paid for Damages \$2742.75

Relevant Submission

9. The landlord's representative testified that the unit had an infestation of cockroaches which required immediate attention, and they submitted a copy of a damages ledger to support the claim (LL#2). See copy of damages ledger below. **Note:** The amount on the damage's ledger is greater than the amount sought on the application. This tribunal cannot award an amount greater than what is listed on the application.

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Assessment & treatment of Cockroaches	\$ 2,742.75
2	move out cleaning	\$ 250.00

Landlord's and Tenant's Positions

10. The landlord's representative testified that the unit had an infestation of cockroaches which needed to be attended to, and she stated that the landlord is seeking \$2742.75 to cover the cost of a professional assessment, followed by a treatment plan. The landlord submitted copies of invoices from [REDACTED] to support the claim (LL#3).
11. The tenants did not dispute that there was an infestation of cockroaches; however, they disputed that they caused it and the tenants stated that there was a presence of cockroaches in the unit when they took possession.

Analysis

12. In accordance with *Residential Tenancies Policy* 9-3, 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)

13. I accept that maybe there was a presence of cockroaches in the unit when the tenants took possession; however, I find that the tenants had an obligation to alert the landlord of the problem before it got out of hand. I asked the landlord's representative if they were ever aware of a cockroach problem in the unit and the landlord's representative testified that the unit was clean with no sight of any cockroaches when the tenancy commenced and she added that they would never have known about the problem if it had not been for a leak in the downstairs unit which required maintenance work. The landlord's representative also stated that it took multiple attempts by the pest control company to deal with the infestation problem as the tenants would not allow access to the unit.

14. In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that there was a serious infestation of cockroaches in the unit and they

were able to show that the problem started and escalated during the tenancy. Also, the landlord was able to show the cost to assess and treat the unit. I do not accept the tenant's testimony that the landlord knew about the infestation, and that they failed to mention it to the landlord because they felt that they could take care of the problem themselves. I find that the tenants are responsible for the cost of assessing the infestation of cockroaches in the unit followed by the cost of a treatment plan in the amount of \$2742.75.

Decision

15. The landlord's claim for compensation paid for damages succeeds in the amount of \$2742.75.

Issue # 2: Hearing expenses \$20.00

Analysis

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the landlord's claim for losses has been successful, I find that the tenants are responsible for the hearing expenses.

Decision

17. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 3: Security deposit applied against monies owed \$1181.25

18. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
- (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
- (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.
- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

19. The landlord's claim for losses has been successful as per paragraphs 15 and 17 above and as such the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2025 was 1% and is currently 0% for 2026.

Decision

20. The landlord's claim to have the security deposit applied against monies owed succeeds.

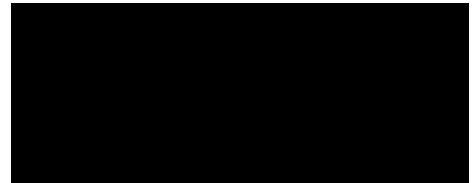
Summary of Decision

21. The tenants shall pay the landlord \$1572.24 as follows:

Compensation for damages	\$2742.75
Hearing expenses	20.00
Less: security deposit & interest	1190.51
Total	\$1572.24

June 10, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office