

Residential Tenancies Tribunal

Application 2026-0392-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 3-June-2026 at 9:04 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended via teleconference.
4. Also in attendance by teleconference was the landlord's witness, [REDACTED].

Preliminary Issues

5. The tenant acknowledged he was properly served.
6. The landlord originally included in their application a request to determine the validity of a termination notice. However, the testimony made clear there was no notice issued.
7. The landlord's claim for rent was clarified to be a claim for damages and will be dealt with under that heading.
8. This was a one-year fixed term verbal lease with rent set at \$600.00/month, due on the 15th of each month. There was a security deposit, which was returned to the tenant in accordance with a previous ruling of this tribunal.
9. The tenant objected to the witness being present for much of the testimony of the landlord, though he did so only after all of both of their testimony was heard. Prior to this I had been aware of the potential prejudice but did not exclude the witness due to the nature of their combined testimony and claim. The witness made remarks such as "the damage he did to our house," and the claim seeks reimbursement for the witness's labour and items as well as the landlord's (with the witness's explicit permission). From this, I took that for procedural purposes the witness ought to be treated more as a co-applicant than a witness in the purest sense.

10. This was a fixed term verbal rental agreement with rent set at \$600/month, due on the 15th of each month. There was a security deposit which was disposed of in a prior order of this tribunal.

Issues before the Tribunal

11. Should the landlord's claim for compensation for damages succeed?
12. Should the landlord's claim for compensation for inconvenience succeed?
13. Should the landlord's claim for unpaid utilities succeed?

Legislation and Policy

14. 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

15. The landlord claims \$4139.81 in compensation for damages, divided amongst 21 separate items. Each item will be dealt with below. I have grouped related items for brevity. 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.
16. It should be noted at the outset that the tenant, the landlord, and the witness were roommates. The landlord subletted to the tenant a room in the premises and the use of shared spaces including the kitchen, basement, dining room, and a bathroom.
17. Unless otherwise noted, all the landlord's claims are for compensation for labour performed at the policy-prescribed rate of \$8.00/hour + minimum wage or \$24.00/hour.
18. First, the landlord claims \$240.00 (damages ledger items 1-2) in compensation for dealing with rodent and cockroach infestations which he says were caused by the tenant's actions in leaving uncovered food garbage. Some of the photos provided by the landlord show what appears to be mouse droppings. None of the photos show cockroaches, but there are photos of woodlice (locally known as carpenters). These bugs are not generally attracted by food but by moisture.
19. The tenant denies causing any infestation. He says that there was no infestation while he was present, and notes that despite them having immediate post-vacancy communications regarding alleged damages, the issue of an infestation was not raised despite the applicant's submissions stating the infestation was discovered on that same day during the initial post-vacancy inspection. I have made some effort to check the metadata of the photos provided, but the results were indeterminate – something in the process of transferring the files appears to have overwritten the original creation date of

the photos. The nature of the tenancy and the occupancy of shared spaces complicates the issue of proof; the mere existence of an infestation or mess does not allow me to infer that the tenant was the cause, as other people occupied the same space. Ultimately, I am not convinced on a balance of probabilities that the tenant caused these infestations, so this portion of the landlord's claim fails.

20. Second, the landlord claims \$240.00 (damages ledger items 3-7) in compensation for the cost of cleaning shared spaces he says the tenant left unclean. A number of photos were provided showing these shared spaces in an unclean state.
21. A tenant has a duty to leave the rental premises in a clean state when they vacate, as per statutory condition 2 from s. 10(1) of the *Act*. A common area is not the residential premises (see for example statutory condition 7, which uses an 'or' conjunction to link residential premises and common areas). A tenant is only responsible for restoring damage they wilfully or negligently caused in common areas. The landlord and the witness testify the tenant's actions caused all or most of the mess they had to clean. The tenant denies this. Both stories are internally consistent and plausible. I find no reason to favour one version over the other. This portion of the landlord's claim fails.
22. Third, the landlord claims \$960.00 (damages ledger items 8 and 11-15) for the restoration of damage caused by water/humidity. He says the tenant caused this in two portions, by flooding the kitchen (described as standing water) and by refusing to use ventilation with the shower. The tenant denies this. Photos have been provided showing some of this damage, though no evidence was shown demonstrating this standing water. The tenant testified to the effect that the closest he came to causing standing water was mopping the kitchen. He also testifies that the water damage in the bathroom existed prior to his move in. Overall, I am not satisfied that the tenant probably caused the damage. This portion of the landlord's claim fails.
23. Fourth, the landlord claims \$1090.48 (damages ledger items 9-10, 20) for the cost of electrical issues he says the tenant caused. He says the tenant spilled water onto the electrical outlet by the refrigerator, causing a short circuit. Nothing was provided from an electrician or qualified individual discussing work done or the state of the electrical system. The only documentary evidence provided showed a payment from the property owner (not the landlord) to an electrician and photos showing the electrician reworked the wires leading to and from the panel box. It is unclear to me how the actions of the tenant could have led to this becoming necessary. Water spilled on an outlet should cause, at most, a single blown fuse. This portion of the landlord's claim fails.
24. Fifth, the landlord claims \$96.00 (damages ledger item 16) for the repair of a wooden floor in a common area which he says was damaged by the tenant spilling a caustic cleaning agent. The tenant denies this. A photo was provided showing the damage. Nothing was provided showing the state of the floor prior to the tenancy. Again, I do not find the landlord has met the evidentiary standard to prove the tenant caused the damage. This portion of the landlord's claim fails.
25. Sixth, the landlord claims \$73.60 (damages ledger item 17) for the cost of replacing a glass cup and two knives he says the tenant damaged. He says the cup cost about \$50.00 and the knives cost about \$17.00 before HST. The tenant denies damaging one

knife and the cup. He admits to damaging the other knife, but says he already paid the landlord \$20.00 towards this, which the landlord did not deny. No documentary evidence showing the cost of the items was provided. This portion of the landlord's claim fails.

26. Seventh, the landlord claims \$50.00 for cleaning agents, plastic wrap, and garbage bags the tenant used without permission. No evidence was provided showing the cost of these items. This portion of the landlord's claim fails.
27. Eighth and finally, the landlord claims \$189.73 in compensation for missing indoor smoke detectors. He says the tenant removed these when he vacated the premises. The tenant denies this. I find no reason to favour the landlord's testimony over the tenant's. This portion of the landlord's claim fails.

Decision

28. The landlord's claim for compensation for damages fails.

Issue 2: Compensation for Inconvenience

29. The landlord claims compensation for inconvenience in the amount of \$1280.00 for the cost of time he took from work to deal with legal matters due to the tenant's actions.
30. He claims \$256.00 for the cost of speaking to police and City of St. John's inspectors on 5-July-2025 and 10-July-2025. Only in the most exceptional circumstances would the tribunal ever consider penalizing a tenant for contacting police or regulatory services. To issue such a penalty could cause a chilling effect, dissuading residents in the province from contacting such agencies when they believe it is necessary or desirable. Notwithstanding the landlord's belief that the tenant called these services in bad faith, I see no evidence of such exceptional circumstances here. This portion of the landlord's claim fails.
31. He also claims \$1024.00 in compensation for inconvenience relating to time he took responding to a claim for a hearing regarding a peace bond the tenant seeks regarding the landlord. These time periods are all outside of the duration of the tenancy. They are not within the jurisdiction of this tribunal.

Decision

32. The landlord's claim for compensation for inconvenience fails.

Issue 3: Utilities

33. The landlord claims \$738.07 for the cost of utilities. This consists of \$81.26 in an unpaid electricity bill, \$421.81 for the cost of heating oil, and \$235.00 representing 58% of a boiler service fee.
34. The NL Power bill submitted was for the incorrect period. Further, the tenant provided evidence he had paid \$20.00 towards the cost of electricity for the final bill. That may well exceed what he owes. This portion of the landlord's claim fails.

35. The landlord claims one third of the cost of the furnace oil bill. The bill provided shows a total of \$421.81. \$421.81 divided by 3 equals ~\$140.60. The tenant's exhibit G includes a screenshot showing that the tenant sent the landlord an interact e-transfer of \$140.61 which was deposited on 23-July-2025. The message attached reads "furnace oil cost 421.81/3." This portion of the landlord's claim fails.
36. Finally, the landlord claims \$235.00 representing 58% of a bill for "FRP Boiler Plan" from Ultramar. It is billed to a person none of the parties claim knowledge of, but the landlord says it was sent to him from the property owner. It appears to be a bill for some type of service fee. I find no evidence that the tenant caused the need for this service, and in the absence of such evidence or an explicit term in the lease agreement, a tenant is not responsible for such fees.

Decision

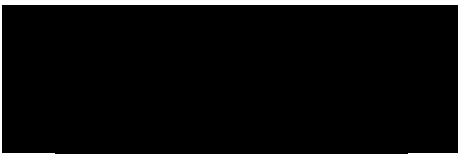
37. The landlord's claim for the cost of utilities fails

Summary of Decision

38. The landlord's claims fail. No costs will be awarded.

10-June-2026

Date



Seren Ganim
Residential Tenancies Office