

Residential Tenancies Tribunal

Application 2026-0432-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 23 June 2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” did not attend. [REDACTED], authorized representative for the landlord attended by teleconference (LL#1).
3. The respondents, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with his application stating that he had the tenants served with the notice of hearing electronically by emails on 11 May 2026 (LL#2). 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 fixed term rental agreement which commenced on 1 November 2023. The tenants vacated the unit on 30 April 2025. Rent was \$2400.00 per month, due on the first day of each month. A security deposit of \$1800.00 was paid on 1 November 2023 and is in the landlord’s possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$7189.25
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$1800.00

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 is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit. Also, relevant and considered in this decision are the following sections of the *Residential Policy Manual*: Section 9-3: Damages to rented premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

Issue # 1: Compensation Paid for Damages \$7189.25

Relevant Submission

9. The landlord's representative testified that there were damages to the unit at the end of the tenancy, and he stated that the landlord is seeking \$7189.25 to cover the cost to replace / repair the damages as necessary. The landlord submitted a copy of a damage's ledger and a quote from [REDACTED] to support the claim (LL#3). See copy of the damage's ledger and quote below.

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	Deep Cleaning (with invoice attached - Exhibit 04)	525.00
2	Damages Repair (with quote attached - Exhibit 06)	6,664.25

Renovation Quote

Project Location: [REDACTED]
Project Name:
Post-Tenancy Damages Repair

Customer

[REDACTED]

Description	Price	HST 15%	Total price
Labor			
Counter top Replacement	\$250.00	\$37.50	\$287.50
Blinds Replacement	\$70.00	\$10.50	\$80.50
Paint tarnished Door	\$70.00	\$10.50	\$80.50
Fix toilet flush lever	\$70.00	\$10.50	\$80.50
Fix loose door knob	\$17.50	\$2.63	\$20.13
Wall scratch sanding and painting	\$70.00	\$10.50	\$80.50
Light switch replacement	\$35.00	\$5.25	\$40.25
Door box repair	\$105.00	\$15.75	\$120.75
Plaster all holes, nicks and damaged drywall (3-4 coats)	\$700.00	\$105.00	\$805.00
Color match and paint all damaged and stained walls	\$1,120.00	\$168.00	\$1,288.00
Sand floor (4 stages from rough to smooth), and clear coat	\$450.00	\$67.50	\$517.50
Shop for materials and deliver to site	\$175.00	\$26.25	\$201.25
Door and hinges installation	\$17.50	\$2.63	\$20.13
Materials			
Kitchen Counter Tops	\$1,800.00	\$270.00	\$2,070.00
Paint, plaster and 2 roller kits	\$700.00	\$105.00	\$805.00
Blinds	\$70.00	\$10.50	\$80.50
Toilet flush lever	\$25.00	\$3.75	\$28.75
3-Gang Light switch	\$50.00	\$7.50	\$57.50

Landlord's and Tenant's Positions

10. The landlord's representative's and the tenant's positions on each item are as follows:

Item # 1: Cleaning (\$525.00) – The landlord's representative testified that the unit required a cleaning, and he stated that the landlord is seeking \$525.00 to have the work completed. The landlord submitted photographs of the cleanliness of the unit (LL#4) and a quote from [REDACTED] to support the claim (LL#5).

The tenants did not dispute the landlords claim that the unit required cleaning, nor did they dispute the amount sought by the landlord.

Item # 2: Replace countertop (\$2357.50) – The landlord's representative testified that the countertop in the kitchen was damaged due to cigarette burns, which he sated occurred during the tenancy, and he stated that the landlord is seeking \$2070.00 to cover the cost of materials and \$287.50 to cover the cost of labor for a total of \$2357.50 to have the countertop replaced. The landlord submitted a photograph of the damaged countertop (LL#6) and a quote from [REDACTED] as stated above to support the claim.

The tenants disputed that they damaged the countertop and they disputed that the photograph submitted by the landlord is an actual photograph of the countertop from the unit in question. Tenant 1 emphasized that the photo of the countertop submitted by the landlord is a totally different color from the photographs they presented, and he stated that the photo from the landlord had no other identifiers to show it was the unit. The tenants submitted photographs of the countertop which shows a different color countertop and which has background identifiers to show they are true photographs of the kitchen to support their defense (TT#1).

Item # 3: Replace blinds (\$161.00) – The landlord's representative testified that one of the blinds was damaged, which he sated occurred during the tenancy, and he stated that the landlord is seeking \$80.50 to cover the cost of materials and \$80.50 to cover the cost of labor for a total of \$161.00 to have the blind replaced. The landlord submitted a photograph of the damaged blind (LL#7) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the blind was damaged, nor did they dispute the amount sought by the landlord.

Item #4: Paint tarnished door (\$80.50) – The landlord's representative testified that one of the interior doors was tarnished, which he stated occurred during the tenancy, and he stated that the landlord is seeking \$80.50 to cover the cost to paint the door. The landlord submitted a photograph of the tarnished door (LL#8) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the door was tarnished, nor did they dispute the amount sought by the landlord.

Item #5: Repair toilet flush lever (\$109.25) – The landlord's representative testified that the flush lever was missing from the toilet, and he stated that the landlord is seeking \$28.75 to cover the cost of materials and \$80.50 to cover the cost of labor for a total of \$109.25 to replace the flush lever. The landlord submitted a photograph of the toilet to

show the missing lever (LL#9) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the flush lever was missing, nor did they dispute the amount sought by the landlord.

Item # 6: Fix doorknob (\$20.13) – The landlord's representative testified that one of the interior doors in the unit had a loose doorknob which required repair work, and he stated that the landlord is seeking \$20.13 to cover the cost to repair the doorknob. The landlord submitted a photograph of the doorknob (LL#10) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the doorknob was loose and required repair, nor did they dispute the amount sought by the landlord.

Item # 7: Replace light switch (\$97.75) – The landlord's representative testified that one of the light switches had to be replaced, and he stated that the landlord is seeking \$57.50 to cover the cost of materials and \$40.25 to cover the cost of labor for a total of \$97.75 to replace the light switch. The landlord submitted a photograph of the damaged light switch (LL#11) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the light switch needed to be replaced, nor did they dispute the amount sought by the landlord.

Item # 8: Repair door box (\$120.75) – The landlord's representative testified that a door box in the unit was damaged, and he stated that the damage occurred during the tenancy, and he stated that the landlord is seeking \$120.75 to cover the cost of labor to repair the door box. The landlord submitted a photograph of the damaged door box (LL#12) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the door box was damaged, nor did they dispute the amount sought by the landlord.

Item # 9: Repair floors (\$517.50) – The landlord's representative testified that the floors were damaged, and he stated that the damage occurred during the tenancy, and he stated that the landlord is seeking \$517.50 to cover the cost of labor to repair the floors which involved 4 coats of sanding followed by the application of a clear coat. The landlord submitted a photograph of the damaged flooring (LL#13) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the flooring were damaged, nor did they dispute the amount sought by the landlord.

Item # 10: Install door and hinges (\$20.13) – The landlord's representative testified that a door had been removed and needed to be installed, and he stated that the landlord is seeking \$20.13 to cover the cost of labor to install the door. The landlord submitted a photograph of the missing door (LL#14) and a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute the landlords claim that the door was removed and had to be installed, nor did they dispute the amount sought by the landlord.

Item # 11: Repair and paint walls (\$2978.50) – The landlord's representative testified that there was damage to the walls in the unit, which ranged from scratch marks and dents to large holes, which required repair work followed by painting, and he stated that the landlord is seeking \$805.00 to cover the cost of materials for the repairs and \$2173.50 to cover the cost of paint and labor to paint for a total of \$2978.50. The landlord submitted photographs of the damaged walls (LL#15) and a quote from [REDACTED] as stated above to support the claim.

The tenants disputed that they damaged the walls and tenant 1 stated that there was damage to the walls when they took possession of the unit, and they submitted photographs of the damage to the walls dating back to the commencement of the tenancy to support their defense. (TT#2).

Item # 12: Time to shop for materials (\$201.25) - The landlord's representative testified that the landlord spent time to shop for materials and incurred the cost to have the materials delivered to the premises, and he stated that the landlord is seeking \$201.25 to cover the cost. The landlord submitted a quote from [REDACTED] as stated above to support the claim.

The tenants did not dispute that the landlord had to pick up materials, however they disputed the amount sought by the landlord, and tenant 1 stated that they would be willing to pay the landlord ½ of the cost sought in the amount of \$100.63.

Analysis

11. 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)*

12. Each item is analyzed as follows:

Item # 1: Cleaning (\$525.00) – As the tenants did not dispute the landlord's claim to clean the unit, I find that the tenants are responsible for the cost to clean the unit in the amount of \$525.00.

Item # 2: Replace countertop (\$2357.50) – Based on the exhibits entered into evidence, I agree with the tenants that the photograph of the countertop which was provided by the landlord appears to be a different countertop than the one seen in the photographs provided by the tenants. I asked the landlord's representative if it was possible that the photograph of the countertop belonged to a different rental unit, and he responded that it was not. In accordance with Section 9-3 of the *Policy* as stated above, the landlord has an obligation to show that the damage exists, and although they could provide a photograph of a damaged countertop, I find that the tenants defense was strong and carried more weight, and I find that the landlord failed to show that the countertop belonged to the unit where the tenants had resided. For those reasons, I find that the tenants are not responsible for the cost to replace the countertop.

Item # 3: Replace blind (\$161.00) – As the tenants did not dispute the landlord's claim to replace the damaged blind, I find that the tenants are responsible for the cost to replace the blind in the amount of \$161.00.

Item #4: Paint tarnished door (\$80.50) – As the tenants did not dispute the landlord's claim to paint the door, I find that the tenants are responsible for the cost to paint the tarnished door in the amount of \$80.50.

Item #5: Repair toilet flush lever (\$109.25) – As the tenants did not dispute the landlord's claim to replace the flush lever, I find that the tenants are responsible for the cost to replace the toilet flush lever in the amount of \$109.25.

Item # 6: Fix doorknob (\$20.13) – As the tenants did not dispute the landlord's claim to fix the loose doorknob, I find that the tenants are responsible for the cost to repair the doorknob in the amount of \$20.13.

Item # 7: Replace light switch (\$97.75) – As the tenants did not dispute the landlord's claim to replace the light switch, I find that the tenants are responsible for the cost to replace the light switch in the amount of \$97.75.

Item # 8: Repair door box (\$120.75) – As the tenants did not dispute the landlord's claim to repair the door box, I find that the tenants are responsible for the cost to repair the door box in the amount of \$120.75.

Item # 9: Repair floors (\$517.50) – As the tenants did not dispute the landlord's claim to repair the flooring, I find that the tenants are responsible for the cost to repair the flooring in the amount of \$517.50.

Item # 10: Install door and hinges (\$20.13) – As the tenants did not dispute the landlord's claim to install the door, I find that the tenants are responsible for the cost of labor to install the door in the amount of \$20.13.

Item # 11: Repair and paint walls (\$2978.50) – Based on the testimony of the landlord's representative and the tenants and based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage to the walls exist, and he could show that the tenants were negligent in causing the damage. The landlord could also show the cost to repair and paint the walls. I do not accept the tenant's testimony or exhibits entered in their defense that they did not damage the walls.

In accordance with Section 9-5 of the *Policy*: Depreciation and life expectancy of property, interior paint has a 15-year life span, and I asked the landlord's representative the age of the paint and he responded that the unit was last painted 5 years ago, which means that there is approximately 67% of the paint's life cycle remaining. As the damage to the walls is excessive, I find that the tenants are responsible for the full cost of materials to repair the walls in the amount of \$805.00 and 67% of the remainder of the cost in the amount of \$1456.25 ($\$2978.50 - \$805.00 = \$2173.50 \times 67\%$) to paint the walls for a total of \$2261.25.

Item # 12: Time to shop for materials (\$201.25) – As the landlord's claim to replace the countertop does not succeed, I find that the tenant's shall not be responsible for the landlord's time spent to shop for a new countertop or the cost to have it delivered to the

premises. Based on the remainder of the items which would have had to be picked up by the landlord or his contractor, I find that the tenant's offer to pay 50% of the cost to shop for materials and have them delivered to the premises is a fair and equitable amount. I find that the tenants are responsible for the cost of the landlord's time to shop and deliver materials in the amount of \$100.63.

Decision

13. The landlord's claim for compensation paid for damages succeeds in the amount of \$4013.89.

Issue # 2: Hearing expenses \$20.00

Analysis

14. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#16). 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 partially successful, I find that the tenants are responsible for the hearing expenses.

Decision

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

Issue # 3: Security deposit applied against monies owed \$1800.00

Analysis

16. 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.

17. The landlord's claim for losses has been successful as per paragraphs 13 and 15 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 2023 was 0%, for 2024-2025 was 1% and is currently 0% for 2026.

Decision

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

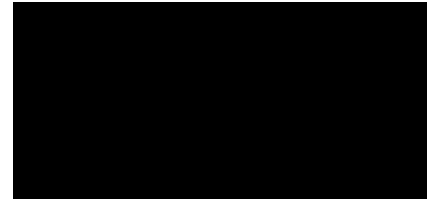
Summary of Decision

19. The tenants shall pay the landlord \$2197.89 as follows:

Compensation for damages	\$4013.89
Hearing expenses	20.00
Less: security deposit & interest	1836.00
Total	\$2197.89

July 21, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office