

## Residential Tenancies Tribunal

Application 2026-0446-NL and 2026-0601-NL

Seren Cahill  
Adjudicator

---

### Introduction

1. Hearing was held on 24-June-2026 at 1:54 pm.
2. The applicants of the initial claim, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, attended by teleconference.
3. The respondent and counter-applicants, [REDACTED] and [REDACTED] hereinafter referred to as the landlords, were represented at the hearing by the former, who also attended by teleconference.

### Preliminary Issues

4. Both parties acknowledged they were properly served.
5. This was a fixed term lease agreement set to end on 31-July-2026, with rent set at \$1550.00/month due on the 1<sup>st</sup> of each month and a security deposit of \$1162.50 which was paid on 1-August-2025. Parties acknowledge that \$988.50 of the security deposit has already been returned to the tenant.
6. The tenants sought to produce evidence at the time of the hearing that had not been provided to the landlord. Part 8 of the applicant and respondent documents that both parties were provided is titled "Part 8: Evidence" and provides the rules used by this tribunal for the submission of evidence. It states that all evidence must be received by the Residential Tenancies Office and provided to the other party at least 3 days prior to the hearing. While circumstances sometimes warrant more flexibility concerning timelines and when the evidence is provided to our office, the overriding principle of procedural fairness requires that the other party have the opportunity to examine any evidence submitted. The tenants' documentary evidence was thus excluded.
7. After hearing the tenants' testimony, the landlord withdrew one portion of his claim for damages relating to packing tape on the ceiling of the premises.

### Issues before the Tribunal

8. Should the tenants' claim for compensation for inconvenience succeed?
9. Should the tenants' claim for late fees succeed?
10. Should the tenants' claim for other compensation succeed?
11. Should the landlords' claim for damages succeed?
12. What is the proper disposition of the security deposit?

### **Legislation and Policy**

13. 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: Compensation for Inconvenience**

#### Tenant's Position

14. The tenants claim \$100.00 in compensation for inconvenience. They base this on two grounds in their oral arguments: That the premises was not ready for them to move in until 7-8 pm of the first day, and that a hole in the floor that they were told would be remedied had not been. They say this represents emotional distress.

#### Landlord's Position

15. The landlord argues that the parties had agreed the tenants would move in on 1-August-2026 and no time was specified. In terms of the hole, he says he had intended to have it fixed but the job ended up much bigger than anticipated.

#### Analysis

16. This tribunal is empowered under s. 46(1) of the *Act* only to award compensation for actual demonstrable financial loss, not that which might be termed "pain and suffering." The tenants did not provide any evidence that the unfixed hole caused them a loss, so that portion of their claim fails.
17. In terms of the premises being unavailable until late in the evening, I find that the tenants were denied their benefits under the rental agreement, the use of the premises, for a portion of the period which they were entitled to use it. Absent terms to the contrary, one generally expects that a rental agreement that begins on a specified day to begin in the morning at regular business hours. 7-8 pm is outside the norm and something of an inconvenience given the work involved in moving. I find the tenants are entitled to a refund of one half of one day's rent.
18. The formula for determining the daily rate is to multiply the monthly rent by the 12 months and divide by the 365 days of the year. In this case, the daily rate is  $(\$1550.00/\text{month} \times 12 \text{ months}) / 365 \text{ days} = \sim \$50.96/\text{day}$ .

### Decision

19. The tenant's claim for compensation for inconvenience succeeds in the amount of \$25.48.

### **Issue 2: Late Fees**

#### Tenants' Position

20. The tenants claim \$75.00 in what they term late fees on the basis that on two separate occasions, the second being on 25-November-2025, the Wi-Fi included in the rental agreement was unavailable for a period of time less than one day.

#### Landlord's Position

21. The landlord is opposed to the tenants' claim. He notes that he responded promptly each time by resetting the router, which solved the issue.

#### Analysis

22. Generally, "late fees" refers to late payment fees for nonpayment of rent under s. 15(1) of the *Act*. Regardless of how the claim is classified, I find that the facts as alleged by the tenants do not suggest the landlord violated the lease agreement or the *Act*. Occasional brief outages or maintenance issues will inevitably occur. A landlord's duty is not to adhere to an impossible standard of perfection, but to take all reasonable steps to ensure the tenants receive the services they have been promised. In this case, they upheld this duty.

### Decision

23. The tenants' claim for "late fees" fails.

### **Issue 3: Other Compensation**

#### Tenant's Position

24. The tenants claim \$100.00 for compensation on the basis that the apartment was provided in an unclean state, that the landlord failed to communicate adequately with them during the termination of the rental agreement, and that these circumstances caused emotional distress.

#### Landlord's Position

25. The landlord takes the position that the premises were cleaned prior to the tenants moving in and he had no reason to believe the cleaning done was inadequate.

#### Analysis

26. The tenants testified the amount claimed was a “random number.” As stated above, this tribunal awards only in response to demonstrated financial loss. In addition, no documentary evidence was provided showing the alleged condition of the premises on move in. I find no basis for the tenants claim for compensation.

#### Decision

27. The tenants’ claim for other compensation fails.

#### **Issue 4: Compensation for Damages**

28. The landlords claim \$254.70 in compensation for damages, divided amongst 3 separate items. Each item will be discussed individually below, including both parties’ positions. 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.
29. First, the landlord claims \$178.00 for the cost of cleaning the premises, as he testified the tenants left the premises in an unclean state. L#1 is the receipt for a cleaning service that charged him \$178.00 to clean the premises after the tenants vacated. The landlords provided a number of photos that show the premises in an unclean state, which I have labeled L#2-L#27.
30. The tenants did not refute the landlord’s claim that the premises were unclean when they left. They did suggest the premises had been dirty when they moved in, but I consider this irrelevant. Statutory condition 2 under s. 10(1) of the *Act* states a tenant shall keep the residential premises clean. In addition, part 11 of the rental agreement states that the tenants agree to comply with the obligation “deep clean upon exit.”
31. This portion of the landlord’s claim succeeds in the amount of \$178.00.
32. Second, the landlord claims \$59.00 for the cost of removing garbage, recycling waste, and belongings to the waste disposal facility. He testified that this took him 2.5 hours. The tenants deny leaving such waste in the premises.
33. The photos L#2-L#27 show many surfaces in need of cleaning but do not demonstrate any bulky garbage. The landlord and the tenants have differing accounts, each of which is internally consistent and neither of which is contradicted by any documentary evidence. I have no reason to prefer one account over the other.
34. The standard of proof in civil matters is a balance of probabilities, and the onus is on the applicant. In other words, a person making a claim can only succeed if the evidence suggest that their version of the facts is more likely to have happened than not. In this case, I find both accounts equally likely, so the landlord’s claim fails.

35. Third and finally, the landlord claims \$17.70 in labour for the cost of cleaning the oven. He says he did this personally and it took 45 minutes. The oven is visible in L#15 and indeed appears to be in need of a scrub. The tenants' only response was that the oven was dirty when they moved in. As discussed above, that is irrelevant.
36. This tribunal awards self labour at the maximum rate of \$8.00/hour plus minimum wage or \$24.35 at the time of the work. This works out to \$18.29 for 45 minutes.
37. This portion of the landlords' claim succeeds in the full amount claimed of \$17.70.

#### Decision

38. The landlord's claim for compensation for damages succeeds in the amount of \$195.70.

#### **Issue 5: Security Deposit**

39. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The remainder of the security deposit totals \$174.00.
40. 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 year 2025 and an interest rate of 0% for the year 2025. The interest totals \$4.87.

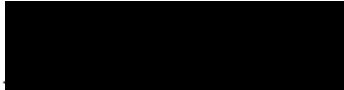
#### **Summary of Decision**

41. The landlords' claim was partially successful and they may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
42. The tenants shall pay to the landlords \$11.35 as follows:

|                                                   |           |
|---------------------------------------------------|-----------|
| Damages.....                                      | \$195.70  |
| Hearing Expenses.....                             | \$20.00   |
| Less Remaining Security Deposit and Interest..... | -\$178.87 |
| Less Compensation for Inconvenience.....          | -\$25.48  |
| Total.....                                        | \$11.35   |

29-June-2026

Date

  
Seren Cahill  
Residential Tenancies Office