

Residential Tenancies Tribunal

Application 2026-0514-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 1-September-2026 at 9:02 am.
2. The applicants, [REDACTED] hereinafter referred to as the landlords, were represented by the latter, who attended by teleconference.
3. The respondents, [REDACTED] hereinafter referred to as the tenants, also attended by teleconference.

Preliminary Issues

4. The tenants acknowledged that they were properly served.
5. This is a fixed term written agreement, with rent set at \$3300.00/month due on the first day of each month and a security deposit of \$2475.00 which was paid on 26-October-2023.
6. The landlord claimed for compensation for inconvenience in the amount of \$13200.00. Careful examination of s. 47(h) of the *Act* shows that the director has the jurisdiction to direct a landlord to pay to a tenant an amount of compensation for inconvenience as a result of a contravention of the *Act* or a rental agreement, but not vice versa. I will consider the landlord's claim for compensation for inconvenience as compensation for damages.

Issues before the Tribunal

7. Should the landlords' claim for damages succeed?
8. What is the proper disposition of the security deposit?

Legislation and Policy

9. 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

10. The landlords claim \$35,237.00 in compensation for damages, divided among 13 separate items. Each item, including both parties' positions, will be dealt with 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 where reasonably possible.
11. First, the landlord claims \$2200.00 for the cost of custom draperies which she says were covering four arched windows at the beginning of the tenancy and were not present at the end of the tenancy. The tenants claim no knowledge of these draperies, effectively denying they were there at the beginning of the tenancy. No documentary evidence was provided showing these draperies, so the only evidence I can rely upon is the opposing testimony of the parties. The standard of proof is the balance of probabilities, and the onus is on the landlord. In other words, for the landlord's claim to succeed, I must find it more likely than not that the landlord's account is correct. Both parties' versions of events are plausible and contain no major inconsistencies. I have no reason to prefer one party's testimony over the others.
12. This part of the landlord's claim fails.
13. Second, the landlord claims \$1254.00 for the cost of carpet cleaning. The tenants testify that everything was clean when L#7-L#8 show the carpet, which is visibly discoloured. The landlord testified that she was quoted \$1254.00 by a contractor for the cost of the cleaning, but nothing was provided to show this.
14. This part of the landlords' claim fails.
15. Third, the landlords claim \$828.00 for the cost of cleaning the floor and tiles, as they say the tenants left the premises in an unclean condition. The tenants claim the premises were left in a clean condition. After examining the photos L#1-L#14, the only evidence of uncleanliness I can make out is a thumbprint-sized piece of dirt in L#6.
16. This part of the landlords' claim fails.
17. Fourth, the landlords claim \$5943.00 for the cost of painting and repairs throughout the premises as they testified the tenants left a hole in the wall in the bedroom upstairs, left "knocks" on corners, and divots throughout the premises. The tenants testify they were not aware of any such holes. No documentary evidence was provided either way.
18. This part of the landlords' claim fails.
19. Fifth, the landlords claim \$3450.00 for the cost of sanding and refinishing hardwood floors as well as the stairs to remedy damage caused by the tenants. The tenants testify that there was no such damage outside of normal wear and tear. L#14 shows a section of hardwood floor with heavy scratches. The landlord also described cupping, but this

does not seem to be visible in the photos. No documentary evidence was provided showing the cost of the repair.

20. This part of the landlords' claim fails.
21. Sixth, the landlords claim \$5000.00 for the repair of kitchen counters and cabinetry. The tenants deny causing any such damage. L#2 shows some scoring on the countertop. L#4 shows a kitchen cabinet with a damaged corner. L#10-L#11 show damaged trim around the kitchen cabinets. L#12 shows a cabinet with some paint bubbles. L#13 shows a thumbprint sized dent in a stone kitchen sink. No documentary evidence was provided showing the cost of repairs.
22. This part of the landlords' claim fails.
23. Seventh, the landlord claims \$250.00 for the replacement of a damaged microwave. It can be seen in L#5. The tenants say the microwave deteriorated through normal use. No documentary evidence was provided showing the cost of replacement.
24. This part of the landlords' claim fails.
25. Eighth, the landlords claim \$920.00 for the replacement of a dishwasher they say the tenants left damaged. The tenants deny this. No documentary evidence was provided showing the dishwasher.
26. This part of the landlords' claim fails.
27. Ninth, the landlords claim \$75.00 for the replacement of light fixtures in the bedrooms they say were missing. The tenants testified they do not recall any such light fixtures. No documentary evidence was provided showing these lights or the cost of replacement.
28. This part of the landlords' claim fails.
29. Tenth, the landlords claim \$204.00 for the replacement of a mirrored closet door. The tenants acknowledged and took responsibility for this item.
30. This part of the landlords' claim succeeds in the amount of \$204.00.
31. Eleventh, the landlords claim \$1150.00 for the replacement of a damaged oven. The stovetop can be seen in L#3. The tenants deny anything beyond normal use. No evidence was provided of the cost of replacement.
32. This part of the landlords' claim fails.
33. Twelfth, the landlords claim \$763.00 for the replacement of window blinds in the master bedroom and ensuite bathroom which the landlords say were in poor condition. The tenants deny this. No documentary evidence was provided showing damaged window blinds.
34. This part of the landlords' claim fails.

35. Thirteenth and finally, the landlords claim \$13200.00 in compensation for lost rent, as they testified they were unable to rent out the premises for four months while the repairs to the above damages were completed.
36. As the landlords have failed to prove the alleged damages, this part of their claim fails as well.
37. To summarize, the majority of the claim could not succeed as the landlords' evidence was insufficient to support it. The onus is on the claiming party to provide sufficient evidence, and a failure to do so is fatal to such a claim. In some cases, nothing was provided to show the damage existed aside from the landlords' testimony. In others, while there was evidence of damage, there was often no way for this tribunal to determine whether or not it was caused by the tenants due to the lack of relevant "before" pictures or even a move-in inspection report. In almost all cases no documentary evidence was provided showing the cost of repairs or replacements. From a policy perspective such evidence is desirable particularly because the landlord is generally the only party with the means to collect evidence regarding the cost of repairs; tenants who no longer have possession are at a disadvantage in this regard. In the absence of sufficient evidence to support a claim, it must fail.

Decision

38. The landlords claim for compensation for damages succeeds in the amount of \$204.00.

Issue 2: Security Deposit

39. The landlords are owed moneys and may therefore apply the security deposit against the sum owed. The remainder of the security deposit must be returned to the tenants.
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 years 2024 and 2025 and a rate of 0% for all other relevant years. The total interest is therefore \$49.50.

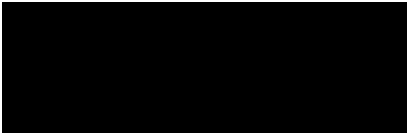
Summary of Decision

41. The landlords shall pay to the tenants \$2320.50 as follows:

Security Deposit.....	\$2524.50
Less Damages.....	-\$204.00)
Total.....	\$2320.50

22-September-2026

Date


Seren Cahill
Residential Tenancies Office