

Residential Tenancies Tribunal

Application 2026-0537-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-August-2026 at 1:50 pm.
2. The applicant of the claim, [REDACTED] hereinafter referred to as the landlord, attended by teleconference alongside her counsel, [REDACTED]
3. The respondent, [REDACTED] hereinafter referred to as the tenant, also attended by teleconference.

Preliminary Issues

4. The tenant acknowledged she was properly served.
5. This was a month-to-month written agreement, with rent set at \$2400.00/month due on the 1st of each month and a security deposit of \$1200.00 which was paid on 1-January-2026.
6. The tenant said she had video evidence that she wished to submit late. It had not been provided to the landlord or this tribunal at the time the hearing began. The landlord objected on the basis that the rules of evidence specify evidence should be provided to both parties and the tribunal no less than three days before the hearing date. The tenant says the late admission should be allowed as she wrote the landlord asking if she was legally obligated to provide the evidence to her and never received a reply. The rules of evidence were clearly printed in part 8 of the respondent documents that were served on the tenant. The tenant's video evidence is excluded from the evidentiary record.

Issues before the Tribunal

7. Should the landlord's claim for damages against the security deposit succeed?

Legislation and Policy

8. 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 Against Security Deposit

Landlord's Position

9. The landlord claims compensation in the amount of the \$1200.00 security deposit against what she testifies is the \$3042.49 in damages caused by the tenant. These damages include plastering and painting throughout the premises, cleaning "beyond a normal cleaning," and the replacement of a smoke detector. 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.

Tenant's Position

10. The tenant testified that she had bought paint to repaint one room and had told the landlord she was doing so. She also made a comment that she had asked the landlord for more time to move out in order to clean things up but was told she needed to leave immediately. She acknowledged causing the line on the ceiling visible in L#1 page 18, as well as some dirt. In regarding a poorly plastered wall, the tenant said she had been trying to fix it. I infer that the tenant or a person she allowed in the premises had caused it. She testified that all other damages predated her tenancy.
11. In addition, the tenant argues that the landlord cannot claim against the security deposit more than 10 days after the end of the tenancy.

Analysis

12. S. 14(9) to s. 14(12) read as follows:

Security deposit

14. ...

(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.

13. In this case, the landlord had a claim for the security deposit, so she was not required to return the deposit within 10 days of the end of the tenancy under s. 14(9). The section specifically does not require that the landlord apply to the director within 10 days of the end of the tenancy. This would be an overly restrictive provision as ascertaining the full extent of damages and preparing a claim can sometimes be a complex, time-consuming process.
14. Had the tenant applied for the return of a security deposit under s. 10(b), the landlord would have had 10 days to file a counterclaim. In this case, the tenant did not file such a claim, so the only time limit in effect is the 1-year limitation under s. 42. The landlord can claim against the security deposit.
15. In her testimony, the tenant acknowledged causing several of the claimed damages – the cleaning, a mark on the ceiling, the patch of inexpertly plastered wall, and the painting of one room. The landlord had testified that the tenant had painted a room without permission, and the tenant did not deny this, saying only that the landlord knew her intention.
16. The landlord provided L#2, showing that the cost of cleaning the premises was \$330.00. This portion of the landlord's claim is made out in the amount of \$330.00.
17. L#1 shows the damages to the walls and ceilings. L#3 is an invoice showing that the totality of the painting and plastering cost \$2520.50. Based on the totality of the evidence presented, I estimate that the damages the tenant admitted to amount to approximately 35% of the of this cost, which amounts to \$882.18.
18. The total amount of damages caused by the tenant's actions in her own account exceeds the \$1200.00 security deposit.

Decision

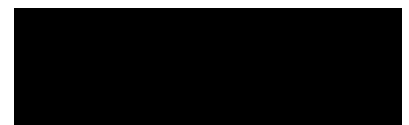
19. The landlord's claim for the \$1200.00 security deposit succeeds.

Summary of Decision

20. The landlord may retain the \$1200.00 security deposit as compensation for damages.

18-August-2026

Date



Seren Cahill
Residential Tenancies Office