

Residential Tenancies Tribunal

Application 2026-0146-NL
Counter application 2026-0155-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 12-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED] hereinafter referred to as “the landlord”, attended via teleconference.
4. [REDACTED] was called as a witness on the landlord’s behalf.

Preliminary Matters

5. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via email on 21-February-2026 (TT#1). The landlord acknowledged receiving the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service.
6. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email on 26-February-2026 (LL#1). The tenant acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing of both applications.
7. There was a written fixed-term rental agreement which commenced on 1-July-2023 for one year, then transferred into a month-to-month agreement; and on 1-April-2025 another written fixed term agreement was signed for 1 year, until 31-March-2026. The tenant vacated on 31-December-2025. Rent was \$850.00 per month due on 1st of each month. A security deposit of \$638.00 was collected on 21-June-2023 and is in the landlord’s possession.

Issues before the Tribunal

8. The tenant is seeking:
 - Security Deposit to be refunded \$638.00;

9. The landlord is seeking:
 - Other expenses \$600.00;
 - Security Deposit to be applied against any monies owed \$638.00.

Legislation and Policy

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
11. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, and Section 9-3 of the Policy: Compensation for Damages to rental premises.

Issue # 1: Other expenses \$600.00.

Relevant Submission

12. The landlord is seeking compensation for other expenses as per damages ledger, see copy below:

1	MOLD CLEANING	\$	320.00
2	CLEANING	\$	280.00

#1: Mold cleaning \$320.00

Landlord's Position:

13. The landlord is seeking compensation in the amount of \$320.00 for the cleaning of mold in the rental unit.
14. The landlord testified that the tenant vacated the premises and that two days after the tenant moved out, the landlord's representative from a realtor company conducted a walkthrough inspection of the unit. During this inspection, the representative observed significant black mold in multiple areas of the unit, particularly around the windows in both bedrooms, as well as in the kitchen and the bathroom. The landlord submitted photographic evidence showing the condition of these areas to support their claim (LL#2). The landlord stated that they believe the accumulation of mold was likely caused by the tenant not operating the HVAC system consistently, which, in their view, resulted in inadequate ventilation and moisture control within the unit. The landlord further testified that the tenant did not report any issues related to mold during the tenancy. The landlord stated that a specialized cleaning company was hired to remove the mold, and they submitted an invoice in the amount of \$320.00 as evidence of the cost incurred for the cleaning (LL#3).
15. The landlord maintains that the tenant is responsible for these expenses, as they believe the mold developed due to the tenant's failure to properly operate the HVAC system and failure to notify the landlord about any concerns related to mold during the tenancy.

Tenant's Position:

16. The tenant disputed the landlord's claim for compensation related to the cleaning of mold. The tenant testified that issues with mold existed prior to March-2024. They stated that the

HVAC system was producing a loud noise, and they were advised by the landlord to turn the system off and turn it back on when the noise occurred. The tenant stated that they informed the landlord about the presence of mold in both bedrooms at that time. According to the tenant, the landlord responded by suggesting that the tenant was responsible for the mold growth. The tenant testified that they paid for repairs to the window seal during that period. They also stated that they sent photographs to the landlord in 2024 showing the mold growth and maintain that they were the ones who initially reported the mold issue.

17. The tenant further testified that after the issue was addressed at that time, they did not report any additional mold concerns to the landlord. The tenant disagreed with the landlord's suggestion that the mold resulted from improper use of the HVAC system. They stated that turning the HVAC system off and on for approximately 30 minutes when the noise occurred would not have been sufficient to cause mold growth.
18. The tenant maintains that they are not responsible for the mold and the associated cleaning costs claimed by the landlord.

#2: Cleaning \$280.00

Landlord's Position

19. The landlord is seeking compensation for cleaning costs for the rental unit. The landlord testified that after the tenant vacated the unit, the premises required significant cleaning. The landlord stated that a cleaning company was hired to complete the work, and an invoice was submitted as evidence of the amount paid for the cleaning services (LL#4).
20. The landlord stated that the entire unit required cleaning, including multiple areas in the kitchen such as the refrigerator, the area behind the refrigerator, underneath the stove, the floors, cupboards, and kitchen cabinets. The landlord further testified that both bedrooms, the bathroom, and other areas of the unit also required cleaning. The landlord submitted photographic evidence to demonstrate the condition of the premises at the time the tenant vacated (LL#5).
21. The landlord maintains that the tenant did not leave the unit in a reasonably clean condition, and therefore believes that the tenant is responsible for the cleaning costs incurred.

Tenant's Position:

22. The tenant disputed the landlord's claim for cleaning costs. The tenant testified that they left the rental unit in a clean condition when they vacated the premises. The tenant stated that the only items left behind were wrap, placed on top of the pantry and cupboards. The tenant also addressed the issue of garbage, stating that the garbage had been placed outside a few days prior to the scheduled garbage collection day. The tenant testified that they later returned to check whether the garbage had been collected on the designated day. The tenant further stated that they mopped the floors prior to vacating the unit and maintain that the apartment was left clean. The tenant also testified that they did not use the refrigerator, and therefore believe that it was left in the same condition as when they moved in.
23. In addition, the tenant questioned the reasonableness of the landlord's claim, stating that a charge of \$280.00 for approximately eight hours of cleaning in a two-bedroom unit is excessive and unreasonable. The tenant maintains that they should not be held

responsible for the cleaning costs claimed by the landlord, as they are not responsible for the condition of the unit after they vacated.

Witness's statement:

24. The witness testified that they are the landlord's property manager and that they assisted the tenant at the commencement of the tenancy. The witness stated that, at the start of the tenancy, the unit was in spotless condition and was clean and ready for occupancy. The witness further testified that two days after the tenant vacated the unit, they attended the premises and conducted a walkthrough inspection on 2-January. During this inspection, the witness stated that they took numerous photographs documenting the condition of the unit (LL#2, LL#5).
25. The witness testified that the condition of the premises at the time of the inspection was significantly different from its condition at the beginning of the tenancy. The witness stated that they observed dirt on the windows and floors, sticky surfaces, and mold on the baseboards and windows. They further testified that the refrigerator, cupboards (including the areas beneath them), the bathroom, and the laundry room required cleaning. The witness described the unit as both unclean and untidy and stated that cleaning was required before the unit could be prepared for a new tenant. The witness testified that the unit could not reasonably be offered for rent in the condition in which it was found.
26. With respect to the mold, the witness testified that, based on their experience in residential property management, the mold appeared to be caused by a lack of heat and insufficient air circulation within the unit. The witness stated that, in their opinion, the mold growth was likely due to the tenant not consistently operating the HVAC system and not adequately circulating air or opening windows during appropriate seasons. Based on their professional experience, the witness attributed the mold growth to the tenant's failure to properly heat and ventilate the unit and considered the issue to be the tenant's responsibility.

Analysis

27. In accordance with *Residential Tenancies Policy* 9-3, the applicants are required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act; and*
- *The value to repair or replace the damaged item(s).*

#1: Mold cleaning \$320.00

28. I accept the testimony of the landlord and the witness that, based on their experience, the mold was caused by insufficient heat and air circulation resulting from the tenant's inconsistent operation of the HVAC system. I also accept the tenant's testimony that mold issues arose during the tenancy, prior to March-2024. The tenant testified that they reported the mold to the landlord at that time, provided photographs, and were advised by the landlord to turn the HVAC system off and on when the noise occurred.
29. I accept that mold was present during the tenancy, that the landlord was aware of the issue, and that the issue was addressed at that time. I also accept that the tenant undertook a window seal repair. While tenants are responsible for maintaining reasonable cleanliness and ventilation, I accept the witness's professional opinion that, in this case, the mold

growth resulted from inconsistent HVAC operation and inadequate heat within the unit. I also accept the tenant's evidence that the HVAC system was turned off intermittently. I further accept the landlord's photographic evidence showing the presence of mold in the unit at the end of the tenancy. I accept both the landlord's and the tenant's testimony that the tenant did not report the mold issue when it arose again. Based on the evidence, I find that the tenant is responsible for the cost of mold cleaning. I accept the landlord's evidence regarding the amount claimed and find the tenant responsible for compensation in the amount of \$320.00.

30. Accordingly, the landlord's claim for mold cleaning succeeds in full.

#2: Cleaning \$280.00

31. I accept the landlord's and the witness's statements that, at the end of the tenancy, the unit was not left in a reasonably clean condition. The witness stated that during the walkthrough inspection conducted two days after the tenant vacated, they observed dirt on the windows and floors, sticky surfaces, and that the refrigerator, cupboards (including areas beneath them), the bathroom, and the laundry room required cleaning. The landlord submitted photographic evidence documenting the condition of the unit as well as an invoice for professional cleaning in the amount of \$280.00.

32. The tenant testified that they had left the unit clean, that floors were mopped, and that they did not use the refrigerator. However, I find the landlord's and the witness's testimony, corroborated by photographic evidence, to be persuasive. The evidence shows that the cleaning required went beyond what would be considered normal wear and tear and that additional cleaning was necessary to restore the unit to a rentable condition. While I accept that the tenant disputes the extent of the cleaning required and the reasonableness of the cost, I find that the landlord has presented sufficient evidence to establish that the unit was not left in a reasonably clean condition as required at the end of the tenancy. I accept the invoice submitted by the landlord as evidence of the cost incurred in the amount of \$280.00. Therefore, based on the evidence, I find that the landlord has met the requirements of Policy 9-3. The tenant is responsible for the cleaning costs incurred.

33. Accordingly, the landlord's claim for cleaning succeeds in the amount of \$280.00.

Decision

34. The landlord's claim for compensation paid for other expenses succeeds in the amount of \$600.00.

Issue # 2: Refund of security deposit \$638.00

Security deposit to be applied against any monies owed \$638.00

Analysis

35. Section 14 of the *Residential Tenancies Act, 2018* states:

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).

36. The landlord's claim for losses has been successful as per paragraph 34 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 interest in 2024 and 2025 was 1%, the annual interest in 2026 is 0%.

Decision

37. Security deposit plus interest of \$650.76 to be applied against monies owed.

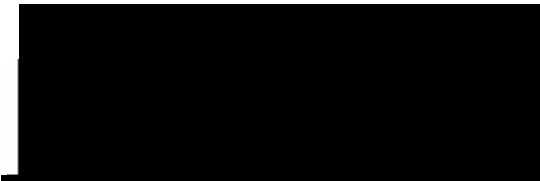
Summary of Decision

38. The landlord shall retain \$600.00 from the Security Deposit to cover *other expenses*.

39. The landlord shall refund remaining \$50.76 of Security Deposit to the tenant.

March 23, 2026

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office

