

## Residential Tenancies Tribunal

Application 2026-0016-NL & 2026-0170-NL  
Counter application 2026-0144-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 1:45 p.m. on 12-March-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.
3. The respondent and a counter applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
4. [REDACTED] was present during the hearing as interpreter on the tenant’s behalf.

### Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email on 19-January-2026 and 16-February-2026 (LL#1,2). The tenant confirmed receiving the notice of the hearing. In accordance with the Residential Tenancies Act, 2018 this is good service.
6. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via email on 10-February-2026 (TT#1). The landlord confirmed 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 all applications.
7. There was a written fixed-term rental agreement which commenced on 1-April-2025 until 31-March-2026. The tenant vacated on 7-February-2026. Rent was \$1250.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$700.00 was collected on 4-June-2025 and is still in the landlord’s possession.
8. The landlord amended their application to exclude validity of a termination notice and vacant possession of the residential premises and to increase rent from \$1250.00 to \$3750.00 including months of February and March.
9. The disposition of the Security deposit shall be dealt in this decision.

## Issues before the Tribunal

10. The landlord is seeking:

- Rent \$3750.00;
- Compensation paid for damages \$2500.00.

11. The tenant is seeking :

- Compensation paid for inconvenience \$2500.00;
- Compensation paid for damages \$5500.00.

## Legislation and Policy

12. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

13. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 34: requirements for notices, and the following section of the *Residential Tenancies Policy, 9-3*; Compensation for damages to rental premises.

### Issue #1: Compensation paid for damages \$2500.00.

#### Relevant submission:

14. The landlord is seeking compensation for damages as per the ledger, see copy below:

|   |                                  |             |
|---|----------------------------------|-------------|
| 1 | Stove & Oven Deep Cleaning       | \$ 140.00   |
| 2 | Living Room Flooring Replacement | \$ 1,012.50 |
| 3 | Living Room Drywall Repair       | \$ 250.00   |
| 4 | Kitchen Flooring Replacement     | \$ 877.50   |
| 5 | Bathroom Vanity Mirror           | \$ 220.00   |

#### #1: Stove and oven deep cleaning \$140.00

##### Landlords' Position:

15. The landlord is seeking \$140.00 for cleaning. The landlord testified that the oven and stove required cleaning after the tenant vacated the unit. The landlord submitted photographic evidence showing the condition of the appliances and stated that there were burnt and boiled oil stains present (LL#3). The landlord further testified that a specialized cleaning company was hired to complete the work and submitted documentation to support that the cleaning had been completed and to verify the amount claimed.

##### Tenants' Position:

16. The tenant disputed the landlord's claim. The tenant testified that during the move-out inspection with the landlord, the parties verbally agreed that \$250.00 would be the total amount of compensation for the damages.

17. The tenant explained that their wife was pregnant at the time and attempted to clean the unit as much as they could before vacating; however, the oven was not cleaned. The tenant stated that the oven only had some leftover food and residue, and they did not believe it required extensive cleaning. The tenant maintained that they understood the \$250.00 compensation to cover all damages and therefore believed the additional claim for cleaning should be included within that amount.

#2: Living room flooring replacement \$1012.50.

Landlords' Position;

18. The landlord is seeking \$1012.50 for the replacement of the living room flooring. The landlord testified that the tenant did not dispute responsibility for the damage to the flooring. According to the landlord, the damage consisted of multiple scratches that occurred when furniture was moved out of the unit at the end of the tenancy. The landlord submitted photographic evidence to support their claim (LL#4). The landlord stated that the original flooring in the unit was hardwood and that the unit had been recently renovated, with the flooring being approximately one year old and in new condition without scratches prior to the tenancy.

19. The landlord also stated that they were unable to locate matching flooring, and that the specialist advised them that scratches of this nature could not be repaired and the flooring would need to be replaced. The landlord further testified that the flooring has not yet been replaced, and the amount claimed is based on a verbal quote provided by a flooring specialist. The landlord explained that the quoted amount includes both labor and materials, and that the replacement flooring would be cheapest option - vinyl flooring.

Tenants' Position;

20. The tenant acknowledged that two scratches on the living room flooring occurred during the move-out process and accepted responsibility for those scratches. However, the tenant maintained that, based on the verbal agreement reached during the move-out inspection, the amount of \$250.00 was intended to cover all damages, including the scratches to the living room flooring. The tenant also questioned the necessity of replacing the entire flooring, stating that the damage consisted only of scratches and that they did not believe full replacement of the flooring was required.

#3: Drywall repair \$250.00

Landlords' Position;

21. The landlord is also seeking \$250.00 for drywall repairs in the living room. The landlord testified that the tenant informed them about the damage to the drywall and acknowledged that the damage was more than normal wear and tear. The landlord submitted photographic evidence to support their claim (LL#5). The landlord stated that during the move-out inspection, the landlord, the tenant, and a contractor were present; the contractor assessed the damage and advised that the cost to repair the drywall would be \$250.00 and all three parties agreed to this amount. The landlord further explained that the repairs would involve two walls. The landlord also stated that the unit had been freshly painted and renovated by the previous owner prior to the purchase of the property.

Tenants' Position:

22. The tenant acknowledged that the damage to the drywall occurred during the tenancy and accepted responsibility for the damage. The tenant stated that they agreed to compensate the landlord in the amount of \$250.00 for the repairs. However, the tenant disputed the landlord's claim, explaining that they understood the agreed amount of \$250.00 to include not only the drywall repairs but also the scratches to the flooring.

Issue #4: Kitchen flooring replacement \$877.50

Landlords' Position:

23. The landlord is seeking \$877.50 for the replacement of the kitchen flooring. The landlord testified that the kitchen flooring was significantly damaged due to water leakage. The landlord stated that the tenant informed them on 18-July about a leak coming from the washer. The landlord explained that they were out of town at that time and informed the tenant that they would attend the unit the following morning to inspect the issue and complete any necessary repairs.
24. However, the landlord stated that when they contacted the tenant the next morning, the tenant advised that there was no need for the landlord to attend the unit, explaining that everything was working properly and the issue had been resolved. According to the landlord, the tenant therefore did not allow the landlord to enter the unit to inspect the situation.
25. The landlord testified that after the tenant vacated they found the floor to be damaged, and extent of the damage suggests that the leakage had been occurring for a longer period of time, rather than resulting from a single incident. The landlord explained that a large section of the kitchen flooring had become swollen and deformed, and that the visible damage was under the washer and other areas of the kitchen flooring. The landlord submitted photographic evidence to show the condition of the floor (LL#6). The landlord further stated that the tenant did not provide additional notice regarding the leakage. The landlord explained that the amount claimed is based on a verbal quote from a contractor for the replacement of the flooring. The landlord testified that the final cost of the work was higher once the replacement began, however they are only seeking the amount originally claimed. The landlord stated that the amount claimed includes both materials and labor for the flooring replacement.

Tenants' Position:

26. The tenant disputed the landlord's claim. The tenant testified that when they noticed water on the floor, they informed the landlord by message. According to the tenant, the landlord advised them to clean up the water and notify them if the leakage continued. The tenant stated that after cleaning the water, they did not observe any further leakage and therefore did not provide any additional notice to the landlord. Based on this, the tenant disputed responsibility for the damage to the kitchen flooring. The tenant further testified that when they were moving out of the unit, they noticed water dripping from the water tank. However,

the tenant stated that this issue only became apparent at the time they were vacating the unit and maintained that they were not aware of any ongoing leakage prior to that time.

Issue #5: Bathroom vanity mirror \$220.00

Landlords' Position:

27. The landlord is also seeking compensation for the replacement of a bathroom mirror, in the amount of \$220.00. The landlord testified that at the beginning of the tenancy a standard mirror was installed in the bathroom. According to the landlord, the tenant later requested permission to install a vanity mirror with shelves. The landlord stated that they were initially did not allow the installation, as they were concerned that the installation would require screws and holes in the wall, which could remain visible once the mirror was removed. The landlord stated that the tenant advised that they would purchase the vanity mirror themselves and leave it in the unit upon vacating. Based on that agreement, the landlord agreed to the installation and assisted the tenant with installing the mirror.

28. The landlord testified that upon vacating the unit, they found that the vanity mirror was damaged - one mirror door was missing, as per photograph submitted (LL#7). The landlord stated that in order to replace the mirror with a similar style mirror, they found a comparable item at Walmart, with an approximate cost of \$220.00, and are seeking compensation in that amount. The landlord further stated that the mirror had been moved from the original location where it had been installed. The landlord expressed concern that removing the mirror may result in additional holes/damage to the wall and therefore maintained that the tenant should be responsible for the cost of replacing the mirror with a similar item.

Tenants' Position:

29. The tenant disputed the landlord's claim. The tenant acknowledges that the landlord agreed to the tenant's request to install the mirror and that the landlord installed the vanity mirror. However, approximately two to three months after installation, one mirror door fell due to improper or unprofessional installation by the landlord. The tenant further stated that the original purchase price of the mirror was approximately \$120.00-\$130.00, not the \$220.00 claimed by the landlord. When asked whether they informed the landlord of the damage, the tenant testified that they did not, on the basis that the mirror had been purchased by the tenant and was therefore considered the tenant's personal property, and they did not believe notification was required. Therefore, the tenant is disputing the responsibility of the replacement costs.

**Analysis**

30. 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: Stove and oven deep cleaning \$140.00

31. Based on the photographic evidence submitted and the tenant's acknowledgment that the stove and oven were not cleaned upon vacating, I accept that cleaning of these appliances was required. I accept the landlord's statement that the tenant's reference to a \$250.00 agreement related specifically to the wall damage, rather than to all damages claimed by the landlord. The landlord testified that a specialized cleaning company was hired and claimed \$140.00 for the work; however, no receipt or proof of payment was submitted to substantiate the amount charged. As the landlord has not provided sufficient evidence to prove the value of the claim, but given that cleaning was required, I find that a nominal amount of \$50.00 is reasonable in the circumstances.

32. Accordingly, the landlord's claim for cleaning succeeds in the amount of \$50.00.

#2: Living room flooring replacement \$1012.50.

33. Based on the photographs submitted and the tenant's acknowledgement that two scratches occurred during the move-out process, I accept that damage to the living room flooring exists and that the tenant is responsible for that damage. The tenant stated that the parties had verbally agreed that \$250.00 would cover all damage, including the flooring; however, I accept the landlord's evidence that this amount related specifically to the wall damage and not to the flooring.

34. Regarding the value of the claim, the landlord testified that the flooring has not yet been replaced and that the amount sought is based solely on a verbal quote. No written estimate, invoice, or receipt was provided to substantiate the cost to confirm that full replacement is required. While the landlord stated that repairs were not possible and that matching flooring could not be located, no supporting documentation from a specialist or contractor was submitted to verify that replacement of the entire room's flooring is necessary. As such, the landlord has not provided sufficient evidence to establish the claimed value of \$1012.50.

35. However, given that the tenant has acknowledged responsibility for causing scratches to the flooring and based on the photographic evidence that some level of damage occurred, I find that a nominal amount is appropriate. In the absence of proof supporting the cost of full replacement, I determine that \$100.00 is a reasonable award for the damage to the living room flooring.

36. Accordingly, the landlord's claim for flooring damage succeeds in the amount of \$100.00.

#3: Drywall repair \$250.00

37. Based on both the landlord's and the tenant's acknowledgment that damage to the drywall occurred during the tenancy, I accept that the tenant is responsible for causing the damage and is therefore responsible for the necessary repairs.

38. The landlord testified that during the move-out inspection, the contractor advised that the cost to repair the drywall— including plastering, sanding, and painting—would be \$250.00, and the tenant agreed to compensate the landlord in that amount. While the tenant later asserted that the \$250.00 was intended to cover both the drywall repairs and the scratches to the flooring, I accept the landlord's statement that the agreed amount related specifically

to the drywall repairs. The tenant's own testimony confirms that they accepted responsibility for this damage and agreed to the \$250.00 figure at the time of inspection.

39. I accept the landlord's testimony to be more consistent with the evidence. Given the contractor's assessment and the agreement reached between the parties, I find that the landlord has sufficiently established the value of the claim.

40. Accordingly, the landlord's claim for drywall repairs succeeds in the amount of \$250.00.

#4: Kitchen flooring replacement \$877.50

41. In accordance with Residential Tenancies Policy 9-3, the landlord must establish that damage exists, the respondent is responsible for the damage through a willful or negligent act or failure to meet obligations, and the value required to repair or replace the damaged item. The photographic evidence submitted shows swelling and deformation in the kitchen flooring, and the tenant did not dispute the extent of the damage. Based on this evidence, I accept that substantial damage to the flooring existed and that replacement was required.

42. The landlord testified that the tenant reported leakage on the floor on 18-July, and that when the landlord attempted to attend the following morning, the tenant advised that everything was working properly and that attendance was not necessary. The landlord further indicated that no additional notice of any further leakage was provided. The landlord explained the extent and pattern of damage as shown in the photo suggests that the leakage was ongoing for some time, rather than the result of a single isolated incident. The tenant testified that they also noticed water dripping from the water tank at the time they were vacating the unit. Given the nature of the damage and the landlord's evidence, I accept, on balance of probabilities, that the leakage continued and went unreported after the initial notice. Therefore, I find that the tenant shall be responsible for the costs of repairs.

43. Regarding the value of the claim, the landlord stated that the flooring was replaced but did not provide a proof of amount claimed to substantiate the claimed amount of \$877.50. The landlord also testified that the actual cost of replacement was higher, yet they were only seeking the originally claimed amount. Further, the landlord did not provide evidence of the age of the flooring in the kitchen. Depreciation must be considered when determining a tenant's fair share of replacement costs; however, without documentation establishing the actual cost of replacement and the age and condition of the flooring at the start of the tenancy, it is not possible to accurately assess the tenant's exact financial responsibility.

44. Given the evidence of damage and the tenant's failure to provide adequate follow-up notice of continued leakage, I find that the tenant bears responsibility for contributing to the damage. However, in the absence of sufficient evidence to substantiate the amount claimed or to determine an appropriate depreciated value, I find that a nominal award is appropriate. Under these circumstances, I find that \$200.00 is a fair amount.

45. Accordingly, the landlord's claim for kitchen flooring replacement succeeds in the amount of \$200.00.

#5: Bathroom vanity mirror \$220.00

46. I accept both the landlord's and the tenant's testimony that the original bathroom mirror was replaced during the tenancy with a vanity mirror at the tenant's request, and that the landlord agreed to the installation on the condition that the mirror would remain in the unit upon vacating. I find that, based on this agreement, the vanity mirror became a part of the rental unit. The parties also agree that the landlord installed the mirror. The tenant testified that one mirror door fell and broke two to three months after installation and attributed the damage to improper installation. The tenant did not notify the landlord of the damage.
47. While the tenant asserted that the mirror door fell due to improper installation, no evidence was provided to support this claim. Further, the tenant did not dispute the landlord's testimony that the vanity mirror had been moved from its original location on the wall where it had been installed by the landlord. In the absence of evidence establishing improper installation and given that the mirror was damaged during the tenancy and left in that condition at the end of the tenancy, I find that the tenant is responsible for the damage and the resulting replacement cost.
48. As no evidence was submitted to support the amount claimed by the landlord, I conducted the research ([www.walmart.ca](http://www.walmart.ca)). I find that cost of a similar wall-mounted bathroom storage cabinet with two mirrors is approximately \$140.00.
49. Accordingly, the landlord's claim for replacement of the bathroom vanity mirror succeeds in the amount of \$140.00.

## **Decision**

50. The landlords' claim for compensation paid for damages succeeds in the amount of \$740.00.

## **Issue # 2: Rent paid \$3750.00**

### Landlords' Position:

51. The landlord is seeking payment of rent in the total amount of \$3750.00 for the months of January, February, and March. The landlord stated that the January rent was not paid. As a result, on 7-January, they issued a termination notice for non-payment of rent, requiring the tenant to vacate the premises by 18-January. According to the landlord, termination notices for non-payment of rent had previously been issued in November and December, with the notice issued in January being the third.
52. The landlord further stated that the tenant did not vacate the unit by the required date of 18-January. The landlord also testified that the tenant did not provide proper notice to terminate the tenancy in February. According to the landlord, on 4-February, the tenant sent an email stating that they would be vacating the unit on 7-February. The landlord submitted that this message did not constitute a valid termination notice. The landlord stated that they are therefore seeking rent for the months of February and March. They explained that after the tenant vacated the unit, they needed time to complete repairs and renovations, as the unit was left with damages. The landlord testified that this work included floor replacement, painting, plastering, and other repairs. Once the work was completed, the landlord began advertising the unit and secured tenants for 1-April. Based on these circumstances, the landlord is seeking rent for January, February, and March in the total amount of \$3750.00.

## Tenants' Position:

53. The tenant disputed the landlord's claim. The tenant acknowledged that rent for January and February was not paid; however, they disputed responsibility for rent for the months of February and March, stating that they did not reside in the unit during that period.
54. The tenant explained that during November, December, and January, they were unemployed, and their wife was pregnant, which created financial difficulties. The tenant stated that their income support payments were received on the 15<sup>th</sup> of each month, and as a result they were unable to pay rent on the first day of the month as required under the tenancy agreement. The tenant further testified that they asked the landlord to change the rent due date to the 15<sup>th</sup> of each month to align with the timing of their payments. However, the tenant stated that the landlord did not agree to this request. The tenant stated that they should not be responsible for rent for February and March, as they were no longer residing in the unit during that time.

## **Analysis**

55. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
56. The tenant acknowledged that rent for January and February was not paid. I accept that the landlord issued a termination notice for non-payment of rent on 7-January, requiring the tenant to vacate the unit by 18-January. The tenant did not vacate the unit by that date. I accept the landlord's and tenant's evidence that the tenant verbally advised the landlord on 2-February and later sent an email on 4-February indicating that they intended to vacate the unit by 7-February. However, this communication did not constitute proper notice to terminate a fixed-term tenancy under the *Act*. I acknowledge and empathize with the tenant's financial difficulties, including loss of income and family circumstances during the winter months. However, financial hardship does not relieve a tenant of their obligation to pay rent in accordance with the rental agreement, nor does it excuse the failure to provide proper notice to terminate the tenancy.
57. As set out in paragraph 50 of this Decision, I previously found that the tenant was responsible for damage to the unit at the end of the tenancy. I accept the landlord's evidence that some additional time following the tenant's move-out was required to complete repairs and restore the unit before it could be re-rented. However, I also find that the landlord failed to prove the full extent of the time required to complete those repairs, as not all work had been completed and the landlord testified that completion of certain repairs was dependant on the outcome of this hearing.
58. Given these circumstances and considering that the landlord had issued a termination notice for non-payment of rent in January, I find it fair and reasonable to award rent for the months of January and February only. As the tenant failed to vacate the unit following the January termination notice and failed to provide proper notice to end the tenancy, the tenant remains responsible for rent for February. Accordingly, the landlord's claim for unpaid rent for January and February succeeds.

## **Decision**

59. The landlord's claim for rent succeeds in the amount of \$2500.00

**Issue # 3: Compensation paid for damages \$5500.00**

Relevant submission:

60. The tenant is seeking compensation to be paid for damages as per the damage's ledger submitted, see copy below:

|   |  |         |
|---|--|---------|
| 1 | Rent differential due to forced relocation         |         |
| 2 | new rent \$1,750 vs old rent \$1,250) for 6 months | 3000 \$ |
| 3 | Moving costs due to forced move                    | 1000 \$ |

#1: Rent differential \$3000.00.

Tenants' Position:

61. The tenant is claiming \$3000.00 as a rent difference. The tenant testified that they were forced to move out of the unit earlier than planned due to the landlord's refusal to adjust the rent due date from the 1<sup>st</sup> to the 15<sup>th</sup> of each month, which aligned with the tenant's income support schedule. The tenant stated that, as a result, they were required to find a new apartment that was more expensive than their previous unit.

62. The tenant explained that under their fixed-term lease, they had planned to remain in the unit until April but were required to vacate on 7-February. The tenant stated that they are seeking six months of expenses, reflecting the financial impact of the move. When questioned about the calculation, the tenant clarified that, because they had originally planned to stay until April, the actual rent difference would cover two months. The tenant further explained that they were unemployed and that their only income was government support, which was disbursed on the 15<sup>th</sup> of each month. The tenant stated that, due to these circumstances, paying rent on the 1<sup>st</sup> was financially unmanageable, and that the move caused them significant additional housing costs, for which they are seeking compensation.

Landlords' Position:

63. The landlord disputed the tenant's claim. The landlord testified that they never pressured the tenant to move out and had provided a proper termination notice in accordance with the tenancy agreement. The landlord further stated that the tenant did not vacate the unit on the dates specified in the termination notices and that rent was not paid on time for several months. According to the landlord, the tenant's financial difficulties were a result of their own decisions and circumstances, and the landlord should not be held responsible for any additional expenses the tenant incurred in securing alternative housing.

#2: Moving costs \$1000.00.

Tenants' Position:

64. The tenant is seeking \$1000.00 compensation for moving costs. The tenant testified that they moved all of their belongings over four to five trips across five days using a taxi service. They stated that the daily cost of moving was approximately \$200.00 per day, and therefore they are seeking compensation for the total amount. The tenant asserted that the landlord

is responsible for these costs because they were forced to vacate the unit earlier than planned.

Landlords' Position:

65. The landlord disputed the tenant's claim. The landlord testified that the tenant did not move over five days, but less according to the tenant's notice given on 4-February. The landlord further stated that moving costs are personal expenses and that the landlord should not be held responsible for these costs, regardless of the circumstances. According to the landlord, the claim is unreasonable and is not a legitimate expense to the landlord's behalf.

**Analysis**

#1: Rent differential \$3000.00.

#2: Moving costs \$1000.00.

66. I accept that the tenant experienced financial difficulty and incurred expenses in the process of moving out and securing alternative accommodation. However, financial hardship alone does not establish liability on the part of the landlord.

67. With respect to the rent differential, I find insufficient evidence that the landlord's actions required the tenant to vacate the unit earlier than required under the tenancy agreement. The rent due date was set out in the agreement, and the landlord was not obligated to change it. The increased rent paid for a new unit represents a personal cost of living rather than a loss caused by the landlord.

68. Regarding moving costs, I find that these expenses are ordinary costs associated with relocating. The tenant did not provide sufficient evidence to show that the landlord caused these expenses or that they resulted from a breach of the landlord's obligations. While I acknowledge the tenant's circumstances, I find that the claimed expenses are personal living costs.

**Decision**

69. The tenant's claim for compensation paid for damages does not succeed.

**Issue # 4: Compensation paid for inconvenience \$2500.00**

Relevant submission:

70. The tenant is seeking compensation to be paid for inconvenience – emotional distress, as per the damage's ledger submitted, see copy below:

|    |  |         |
|----|--|---------|
| 1  | Harassing/humiliating conduct                        |         |
| 2  | (night-time handwritten notice delivery; household   |         |
| 3  | conflict and distress during high-risk pregnancy)    | 1000 \$ |
| 4  | Privacy interference / unauthorized surveillance     |         |
| 5  | (camera monitoring of private entry/children's area  |         |
| 6  | without notice; ongoing stress and loss of security) | 1000 \$ |
| 7  | Medical distress & lack of compassion during         |         |
| 8  | emergency (ambulance / suspected premature           |         |
| 9  | labour; no concern; continued pressure)              | 500 \$  |
| 10 | Children forced to change school due to move/        |         |
| 11 | pressure (emotional distress, crying, adjustment     |         |
| 12 | difficulties; language barriers; war-related         |         |
| 13 | trauma impact)                                       | 1500 \$ |

### Tenants' Position:

71. The tenant explained that he is seeking \$4000.00 in compensation for emotional distress and inconvenience. The tenant testified that they experienced significant emotional hardship during the move-out process. They explained that the landlord failed to accommodate their request to pay rent on the 15<sup>th</sup> of each month, and subsequently issued termination notices, which caused considerable stress. The tenant stated that their wife was pregnant and experiencing emotional difficulties, and that there were marital challenges, including the possibility of divorce, exacerbated by the landlord's actions.
72. The tenant further testified that they experienced harassing and humiliating conduct by the landlord. They stated that the landlord monitored the unit with a camera, including areas near their private entry and the children's space, which added to the emotional distress. The tenant explained that the family endured medical distress and lack of support from the landlord during an emergency, when the wife was suspected of premature labor. Additionally, the family needed to change their children's school due to the move, which caused emotional upset, crying, adjustment challenges, and difficulties related to language barriers.
73. The tenant stated that they are claiming \$4000.00 for these emotional and practical hardships, and that they could potentially seek a higher amount, as it is difficult to quantify the full impact of the distress caused by the landlord's actions. The tenant explained that the total amount of their claim is \$8000.00.

### Landlords' Position:

74. The landlord disputes the tenant's claim in its entirety. He stated that he did not enter the rental premises without proper notice at any time during the tenancy. The landlord confirmed that termination notices were issued lawfully and in full compliance with the applicable legislation and denied any improper or excessive conduct in this regard. The landlord submitted that rent was consistently paid late, with only one or two months during the tenancy where payment was made on time.
75. He further stated that he understands the tenant's personal challenges, noting that he is also an immigrant, and emphasized that he made efforts to assist the tenant where possible and explained that he called an ambulance during a medical emergency involving the tenant's wife and risks to her pregnancy.
76. The landlord denied all allegations of harassment, humiliation, invasion of privacy, or interference with the tenant's quiet enjoyment of the premises. He also denied causing any medical or emotional distress and rejected responsibility for any compensation claimed by the tenant. With respect to camera, the landlord stated that security cameras were installed facing the door, backyard, and garden strictly for property protection purposes and not to monitor or interfere with the tenant's private activities. Finally, the landlord stated that the backyard was never a part of the rental agreement and remains a part of the landlord's personal property.

### **Analysis**

77. I accept the tenants' evidence that they experienced difficulties during the tenancy and that these circumstances may have contributed to emotional distress and inconvenience. However, the Tribunal's authority is limited to the remedies expressly provided under the applicable legislation.

78. The *Residential Tenancies Act, 2018* does not provide jurisdiction to award damages for emotional distress, inconvenience, or other non-pecuniary losses. As such, even where a tenant experiences stress or hardship, this Tribunal does not have the authority to grant compensation for those impacts.

## Decision

79. The tenant's claim for compensation related to inconvenience and emotional distress does not succeed.

## Issue # 5: Security deposit to be applied against any monies owed \$700.00;

## Analysis

80. 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).*

81. The landlords' claim for losses has been successful as per paragraphs 50 and 59 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 2025 was 1%, the annual interest in 2026 is 0%.

## Decision

82. Security deposit plus interest of \$704.05 to be applied against monies owed.

**Summary of Decision**

83. The tenant's claim for the compensation paid for damages does not succeed.

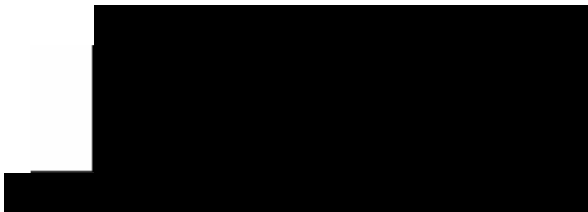
84. The tenant's claim for compensation paid for inconvenience does not succeed.

85. The tenant shall pay the landlord \$2535.95 as follows:

|   |                  |
|---|------------------|
| Damages.....                                | \$ 740.00        |
| Rent.....                                   | \$2500.00        |
| <b>Less Security deposit + interest....</b> | <b>\$ 704.05</b> |
| <b>Total .....</b>                          | <b>\$2535.95</b> |

March 19, 2026

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office