

Residential Tenancies Tribunal

Application 2025-1073-NL & 2025-1128-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 16-February-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlord with the Notice of Hearing electronically by email on 1-December-2025 (TT#1). The landlord confirmed receipt of the document and countered the claim. The landlord submitted an affidavit with his application stating that he had served the tenant with the Notice of Hearing electronically by email on 22-December-2025 (LL#1). The tenant confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed term rental agreement between the landlord, the applicant and another tenant which commenced on 1-July-2023. The second tenant vacated on 1-July-2024, at which time the landlord entered into a new fixed term rental agreement with the applicant. The applicant sublet to several different people since that time and he vacated the unit on 4-September-2025. Rent was \$1650.00 per month, due on the first day of each month. A security deposit of \$1100.00 was paid on 18-April-2023 and is in the landlord’s possession.
6. The landlord amended to application to decrease “other” from \$820.00 as per the application to \$475.00 and to include hearing expenses.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of security deposit \$1100.00

8. The landlord is seeking:
 - Rent & late fees \$445.00
 - Compensation paid for damages \$3544.47
 - Compensation for inconveniences \$160.00
 - Other \$475.00
 - Hearing expenses \$20.00
 - Security deposit applied against monies owed \$1100.00

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*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees, Section 9-3: Claims for damages to rented premises, Section 9-5: Depreciation and life expectancy of property, and Section 12-1: Recovery of costs.

Issue # 1: Rent and Late Fees Paid \$445.00

Relevant Submission

11. The landlord testified that rent is outstanding in the amount of \$370.00 and he is seeking rent to be paid in full plus late fees in the amount of \$75.00 for a total of \$445.00. The landlord submitted a copy of the rental ledger to support the claim (LL#2). See breakdown of rental ledger below:

Rental Ledger 2025-1073-NL & 2025-1128-NL			
Date	Action	Amount	Total
July 31, 2025	Balance		\$0.00
August 1, 2025	rent due	\$1,650.00	\$1,650.00
August 11, 2025	Payment	-\$1,100.00	\$550.00
August 15, 2025	Payment	-\$400.00	\$150.00
September 1-4, 2025	rent due	\$220.00	\$370.00

Landlord and Tenants' Positions

12. The landlord testified that rent is outstanding in the amount of \$370.00 for the period of 1-August to 4-September 2025 and he stated that he is also seeking the maximum late fee charge of \$75.00 for a total outstanding balance of \$445.00.
13. The tenant did not dispute that he was short \$150.00 on his rent payment for the month of August, and he stated that one of his sublets had to leave early to secure a new unit at which time he asked the landlord to consider accepting \$1500.00 for the month of August. The tenant disputed that he should pay the partial amount of rent sought by the landlord for the month of September in the amount of \$220.00 as the landlord allowed him extra time to get his personal belongings out of the unit.

Analysis

14. Section 15 of the *Residential Tenancies Act, 2018* states:

Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

15. Residential Tenancies Policy 2-4; Deposits, Payments and Fees states;

Late Fees:

When rent is not paid on time, a landlord may charge a late fee of \$5.00 for the first day rent is in arrears and \$2.00 for each additional day that the rent remains in arrears in any consecutive number of rental periods up to a maximum of \$75.00.

16. I asked the tenant if he resided in the unit for the first 4 days of September and he responded that he did. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid by a tenant(s) during the use or occupancy of residential premises. I accept that one of the tenant's sublets left early to secure a new unit, however the tenant is responsible for the full amount of rent each month. I find that the tenant is responsible for rent to be paid in full up to the last day he resided in the unit.

17. Also, in accordance with Section 15 of the *Act* and Section 2-4 of the *Policy* as stated above, I find that the tenant shall pay the maximum late fee charge of \$75.00. The rental ledger is amended to show a correct daily rate for September (see below).

Amended Ledger 2025-1073-NL & 2025-1128-NL			
Date	Action	Amount	Total
July 31, 2025	Balance		\$0.00
August 1, 2025	rent due	\$1,650.00	\$1,650.00
August 11, 2025	Payment	-\$1,100.00	\$550.00
August 15, 2025	Payment	-\$400.00	\$150.00
September 1-4, 2025	rent due (4 days)	\$217.00	\$367.00

Daily rate: $\$1650 \times 12 \text{ mths} = \19800
 $\$19,800 / 365 \text{ days} = \54.25 per day

18. I find that rent is outstanding for the period of 1-August-2025 up to and including 4-September-2025 in the amount of \$367.00. I also find that the tenant is responsible for the maximum late fee charge of \$75.00 for a total of \$442.00.

Decision

19. The landlord's claim for rent and late fees paid succeeds in the amount of \$442.00.

Issue # 2: Compensation paid for Damages \$3544.47

Relevant Submission

20. The landlord testified that there were damages to the unit which needed to be repaired / replaced, and he is seeking \$3544.47 to cover the cost. The landlord submitted a copy of a damage's ledger to support the claim (LL#3). See breakdown of damages ledger below:

Damages Ledger 2025-1073-NL & 2025-1128-NL		
Damages / losses	Amount	Total
Replace microwave	\$68.98	\$68.98
Replace bedroom highboy	\$50.00	\$118.98
Replace flooring	\$3,425.49	\$3,544.47

Landlord and Tenants' Positions

21. The landlord and the tenant's positions on each item are as follows:

Item # 1: Replace microwave (\$68.98) – The landlord testified that he had to replace the microwave during the tenancy (around early 2024) as the tenant made a complaint that there was freon leaking from the microwave. The landlord stated that the microwave was never cleaned leaving a buildup of food and moisture in the microwave which caused the enamel to peel from the interior of the microwave. The landlord stated that he paid \$68.98 to purchase the new microwave and he stated that he had to dispose of that microwave as well at the end of the tenancy for the same reasons. The landlord is seeking to be reimbursed for the cost to replace 1 microwave in the amount of \$68.98 and he submitted a photograph of the original microwave and a photograph of the new microwave to show that the tenant failed to keep the microwaves clean (LL#4). The landlord also submitted a copy of a quote from *Walmart* to support the claim (LL#5).

The tenant did not dispute that the original microwave had to be disposed of as he felt that there was freon leaking, which was a health hazard; however, he stated that he was never made aware that he would be responsible for the cost to replace the microwave. The tenant stated that the microwave was not new when he took possession and was not in perfect condition. The tenant also argued that the new microwave needed to be replaced at the end of the tenancy, and he stated that he could have cleaned it given the opportunity to return on 5-September.

Item # 2: Replace bedroom highboy (\$50.00) – The landlord testified that a bedroom highboy was damaged and had to be disposed of and he is seeking \$50.00 for the remaining value of the highboy. The landlord submitted a photograph of the damaged highboy (LL#6) and a copy of a *Marketplace* ad to show the going rate for used furniture to support the claim (LL#7).

The tenant did not dispute that the highboy was damaged, however he disputed that he should be responsible for the cost of the value of the highboy. The tenant testified that the damage to the highboy existed when he and the other tenant took possession in 2023. The tenant stated that the highboy was made of poor quality and the drawers were unable to hold any amount of clothing as it could not sustain any weight.

Item # 3: Replace Flooring (\$3425.49) – The landlord testified that the flooring in the unit was destroyed due to dirt and he is seeking the cost to have just the carpets in the 3 bedrooms, living room, dining room, and hallway area replaced. The landlord testified that the berber carpets were steam cleaned prior to the original tenancy in 2023 and he stated that they were perfectly clean at that time. The landlord stated that he is seeking \$3425.49 to cover the cost to replace the carpets which includes the removal and disposal of the existing carpets, and the delivery and installation of the new carpets. The landlord submitted before and after photographs of all the flooring in the unit to show the level of cleanliness on the floors (LL#8) and copies of receipts from Atlantic Home Furnishings to support the claim (LL#9).

The tenant did not dispute that the floors, including the carpet were dirty, however he stated that he could have cleaned the floors including the carpets if given the opportunity to return on 5-September.

Analysis

22. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

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

23. The landlord confirmed that he did not conduct an inspection of the unit in July 2024 when he entered into a new fixed term agreement with the applicant after the second tenant had vacated. Some of the repairs were done during the tenancy and not necessarily at the end of the tenancy. Based on the testimony of the landlord and the tenant and based on the exhibits entered into evidence, each item is analyzed as follows:

Item # 1: Replace microwave (\$68.98) – Based on the landlord’s and the tenant’s testimony and based on the exhibits entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage to the original microwave exists, and he could show that the tenants at that time were negligent in causing the damage. Given that the microwave was replaced in early 2024, when there was another tenant residing at the unit, I find that it is fair to award compensation for damages to the microwave at 50%.

I asked the landlord the age of the original microwave, and he responded that it was purchased in February 2023. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, microwaves have a 9-year life expectancy and as the microwave was only 1 year old when it had to be replaced, I find that the microwave had 89% of its life span remaining. I find that the tenant is responsible for the cost to replace the initial microwave in the amount of \$30.70 ($\$68.98 \times 89\% \times 50\%$).

Item # 2: Replace bedroom highboy (\$118.98) – Based on the landlord’s and the tenant’s testimony and based on the exhibit entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage exists, and he could show that the damage occurred during the tenancy. Given that the highboy was in the unit since 2023, when there was another tenant residing at the unit, I find that it is fair to award compensation for damages to the highboy at 50%.

I asked the landlord the age and value of the highboy and he responded that it was 5 years old and it costs \$250.00. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property shall be considered when awarding compensation for damages. Highboys (particleboard) have an 8-year life expectancy and as the highboy was 5 years old, I find that the highboy has approximately 37% of its life span remaining. I find that the tenant is responsible for the cost to replace the highboy in the amount of \$44.40 ($\$240.00 \times 37\% \times 50\%$).

Item # 3: Replace flooring (\$3544.47) - Based on the landlord’s and the tenant’s testimony and based on the exhibits entered into evidence, and in accordance with section 9-3 of the *Policy* as stated above, I accept that the landlord could show that the damage exists, and he could show that the damage occurred during the tenancy. Given

that the carpets were in the unit since 2023, when there was another tenant residing at the unit, I find that it is fair to award compensation for damages to the carpets at 50%.

I asked the landlord the age of the carpets and he responded that they were 5 years old. In accordance with Section 9-5 of the *Policy*: depreciation and life expectancy of property, carpet has an 8–10year life expectancy and as the carpets were Berber, I will place their life expectancy at the higher end of the scale. I find that the carpet had approximately 50% of its life span remaining when it was replaced, and as such I find that the tenant is responsible for the cost to replace the carpets in the amount of \$886.12 ($\$3544.47 \times 50\% \times 50\%$).

Decision

24. The landlord’s claim for compensation paid for damages succeeds in the amount of \$961.22.

Issue # 3: Compensation Paid for Inconvenience \$160.00

Relevant Submission

25. The landlord testified that he was inconvenienced due to the actions of the tenant, and he stated that he is seeking \$160.00 to cover the cost of his inconveniences. The landlord submitted a copy of an inconveniences ledger to support the claim (LL#10). See breakdown of inconveniences ledger below:

Inconvenience Ledger 2025-1073-NL & 20252-1128-NL		
Damages / losses	Amount	Total
Cost to remove sofa	\$100.00	\$100.00
Value of bedroom dresser and mirror missing	\$60.00	\$160.00

Landlords and Tenants’ Positions

26. The landlord and the tenant’s positions on each item are as follows:

Item # 1: Cost to remove sofa (\$100.00) – The landlord testified that the tenant left a sofa in the unit, and he stated that he had to incur the cost to have it removed and taken to the landfill. The landlord is seeking to be reimbursed for the cost to remove the sofa in the amount of \$100.00 and he submitted a copy of a receipt to support the claim (LL#11).

The tenant did not dispute that he left the sofa behind, however he disputed that it belonged to him, and he stated that the sofa was in the unit when he took possession, and he assumed it belonged to the landlord.

Item # 2: Value of missing furniture (\$60.00) – The landlord testified that the tenant took a bedroom dresser and mirror that belonged to him and he is seeking \$60.00 to cover the current value of the furniture. The landlord submitted a photograph of the missing furniture to support the claim (LL#12).

The tenant did not dispute that he took the bedroom dresser and mirror, however he stated that he was unaware that it belonged to the landlord, and he stated that he thought it belonged to one of the other tenants and he didn’t want to leave anything behind that did not belong to the landlord. The tenant apologized for the misunderstanding and offered to return the furniture to the landlord.

Analysis

27. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent

28. In accordance with Section 47 of the *Act* as stated above, an Order can only be made against a landlord for inconveniences and not the reverse. What this means is that there is no provision in the *Act* allowing landlords to seek compensation for their time when renting units to tenants or dealing with tenancy issues. This tribunal does not have the authority to award any compensation to a landlord for their inconveniences unless they can be identified as damages / losses. The items listed on the landlord's inconvenience ledger should have been listed as damages / losses and shall be analyzed as such.

Item # 1: Cost to remove sofa (\$100.00) – I accept the tenant's testimony that the sofa did not belong to him, and I asked the landlord who owned the sofa and he responded that it belonged to a previous tenant who did not want it when he vacated the unit. The landlord stated that there was a transfer of ownership and that the sofa now belonged to the tenant and that it was his responsibility to remove the sofa from the unit. I asked the tenant if he accepted the sofa from a previous tenant and he responded that he did not. The tenant stated that the sofa was there when he moved in and he stated that he was not aware that it belonged to the previous tenant and he stated that he believed that it belonged to the landlord and due to the miscommunication, he stated that he should not be responsible to pay for the cost to move it.

I find that the sofa never belonged to the tenant and even though he used it, I accept his testimony that the sofa was there when he moved into the unit and was believed to belong to the landlord. I find that the tenant is not responsible for the cost to remove the sofa.

Item # 2: Value of missing furniture (\$60.00) – I accept the tenant's testimony that he took the furniture in error and as he is willing to return the furniture to the landlord, I find that the tenant is not responsible to pay the landlord for the current value of the bedroom dresser and mirror. I find that the tenant shall return the bedroom dresser and mirror to the landlord at the landlord's convenience.

Decision

29. The landlord's claim for compensation for losses does not succeed.

30. The tenant shall return the missing bedroom dresser and mirror to the landlord at the residential premises at a time that is convenient for the landlord.

Issue # 4: Other \$475.00

Landlord and Tenants' Positions

31. The landlord testified that back in June after conducting a walk-through he had to ask the tenant to clean the unit due to a poor state of cleanliness and he stated that on 18-June he spent 3 hours of his time to finish the cleaning as the unit still needed some work. The landlord is seeking \$75.00 for 3 hours of self-labor, \$20.00 for cleaning supplies and an additional \$20.00 for a fuel charge. The landlord stated that when the tenant vacated the unit in September, a deep clean was required and he is seeking \$300.00 for 12 hours of self-labor, \$40.00 for cleaning supplies and an additional \$20.00 for fuel charge. The landlord submitted photographs to support the claim (LL#13) and a breakdown of how he arrived at the \$475.00. See breakdown below:

Cleaning Ledger 2025-1073-NL & 2025-1128-NL		
Cleaning	Amount	Total
June 18, 2025 - 3 hours @ \$25.00	\$75.00	\$75.00
September 6, 2025 - 8 hrs @25.00	\$200.00	\$275.00
September 2025- additional 4 hours	\$100.00	\$375.00
Cleaning supplies	\$60.00	\$435.00
Fuel charge	\$40.00	\$475.00

32. The tenant did not dispute that the unit needed cleaning after he vacated, however he stated that he was planning on completing the work himself on 5-September, but the landlord did not permit him entry.

Analysis

33. Based on landlord’s and the tenant’s testimony and based on the fact that the tenancy was supposed to end on 31-August, I find that the tenant should have had the cleaning completed prior to September. Based on the exhibits entered into evidence, I find that the landlord had a great deal of cleaning to complete, and I find that he is entitled to 3 hours of self-labor back in June at the allowable rate of \$24.00 per hour for a total of \$72.00. I find that the landlord is entitled to 12 hours of self-labor in September at the allowable rate of \$24.00 per hour for a total of \$288.00. Also, based on the condition of the unit, it is reasonable to expect that the landlord incurred at least \$60.00 in cleaning expenses to complete the work. With regards to the fuel charge, this cost falls under the “cost of doing business” and shall not be awarded. In conclusion, I find that the tenant is responsible to pay the landlord \$420.00 to cover the cost of cleaning the unit and the cost of cleaning supplies.

Decision

34. The landlord’s claim for “Other” succeeds in the amount of \$420.00.

Issue # 5: Hearing Expenses \$20.00

Analysis

35. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#14). In accordance with Section 12-1 of the *Policy*, filing fees can be claimable costs. As the landlord’s claim for losses has been successful, the tenant shall pay for the hearing expenses.

Decision

36. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 6: Security deposit applied against monies owed Refund of Security Deposit

Analysis

37. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

38. The landlord's claim for losses has been successful as per paragraphs 19, 24, 34 and 36 above, 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 annual interest rate for 2023 was 0%, for 2024-2025 was 1% and is currently 0% for 2026.

Decision

39. The tenant's claim for refund of security deposit does not succeed.

40. The landlord's claim to have the security deposit applied against monies owed succeeds.

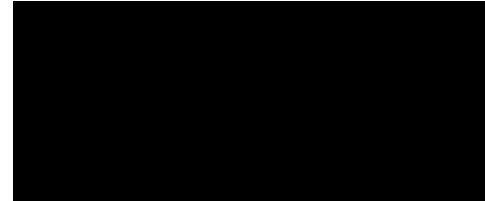
Summary of Decision

41. The tenant's claim for refund of security deposit does not succeed.

42. The tenant shall pay the landlord \$721.22 as follows:

Rent & late fees paid	\$442.00
Compensation for damages	961.22
Other (cleaning)	420.00
Hearing expenses	20.00
Less: security deposit & interest.....	1122.00
 Total	 \$721.22

March 9, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office