

Residential Tenancies Tribunal

Application 2025-1133-NL and 2026-0062-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-January-2026 at 10:02 am and 24-February-2026 at 1:49 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended by teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, also attended via teleconference.
4. The landlord called one witness, [REDACTED]
5. The tenants called one witness, [REDACTED]

Procedural History

6. The tenants acknowledged they were properly served.
7. The landlord provided a significant amount of documentary evidence, which the tenants confirmed receipt of. The tenants also provided documentary evidence. The landlord objects to its admission on the basis that she was not provided a copy. In these teleconference hearings, it is unfortunately not possible to view documents submitted by the other party unless they are provided in advance. It therefore presents an issue when a party is not served the evidence of the other, as mandated by our policy, as they are then unable to review and respond to the other party's evidence. This can violate the principle of procedural fairness, which is of central importance to administrative tribunals such as this one.
8. There were two complications involved in the tenant's submission of evidence. The first is that the tenants initially provided their evidence to our office through a cloud-based storage link. This involves the end user downloading the evidence directly from third-party servers. As the tribunal's computers are linked to the provincial government secure intranet, use of these links presents an unacceptable security risk. This issue delayed our receipt of the evidence and the reason it was not accessible to me at the time of the hearing. It does not present any inherent prejudice to the other party for evidence to be transmitted in this matter. I therefore will not consider rejecting the evidence on this

basis. In any event, the issue was communicated to the tenants and the evidence was transferred in an acceptable medium shortly after the hearing.

9. The other issue with the submission of the tenant's evidence is that the landlord testifies she did not receive it. As discussed in paragraph 7 above, this is a serious concern. For their part, the tenants testified that they attempted to serve the evidence on the landlord. I can see that in the tenant's original email to our office, the landlord was also listed as a recipient. The issue is that the landlord testified that she had never used the email address for communicating with the tenants and therefore did not check the address. Evidently, she had used the address the landlord had provided to sue for e-transfers of rent. The landlord speculated that even if it had been sent to that address it might have been sent to 'spam' or 'junk,' but in any event said all communication between the parties had been through SMS text message (which was how she provided her evidence to the tenants).
10. The documents served on the tenants by the landlord as part of her claim include instructions on the tribunal's rules of evidence in Part 8: Evidence. This is reproduced in full, below, with my emphasis:

Evidence can be any type of proof presented by the parties at a dispute resolution proceeding in support of the case including: (i) oral testimony of the parties or witnesses that may be given under oath or affirmation; (ii) written or printed documentation such as rental agreements, letters, printed copies of emails, receipts, photos, witness statements; (iii) electronic information such as digital photographs, audio or video recordings that are submitted on an electronic device such as a flash drive or disk.

If the hearing is scheduled to take place in person, evidence may be submitted at the commencement of the hearing. If the hearing is scheduled to take place by teleconference or written submission, all evidence must be received by the Residential Tenancies Office and provided to the other party at least 3 days prior to the hearing. Each party is responsible for providing the other party as well as the Residential Tenancies Office a copy of the information submitted into evidence. Evidence must be submitted to the Residential Tenancies Office in a format that can be kept with the file. No evidence will be returned to the parties. At the hearing, a person must be able to prove that they provided the other party with the evidence, and in the case of electronic or digital evidence, it must be established that the other party was able to gain access to the evidence. If the evidence was not received by the parties in the time specified, the evidence may not be accepted.

11. This policy establishes that the tenants must be able to establish that the landlord 'was able to gain access to the evidence.' The landlord has acknowledged that she had access to the email address to which the tenants sent the email, so it may be said she was 'able' to gain access.
12. Ultimately, this tribunal elected to continue the hearing at a later date so that the tenants would have another opportunity to provide their evidence. The hearing was continued on 24-February-2026. The tenants failed to provide any further documentary evidence at this time nor did they resubmit the evidence they had already provided in an acceptable

format. This tribunal cannot access the evidence they submitted and it is therefore excluded by necessity.

Issues before the Tribunal

13. Should the landlord's claim for damages succeed?
14. What is the proper disposition of the security deposit?

Legislation and Policy

15. 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

16. The landlord claims \$651.21 in damages, divided amongst 10 items. I have grouped these 10 items by their nature into 5 parts for brevity and clarity. Each item will be dealt with individually 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 wherever reasonably possible.
17. First, the landlord claims \$31.37 in materials for the cost of repairing damage to a wall. The landlord testified that the wall in the hallway parallel to the bathroom was damaged by the tenants installing a wall hook, and its removal caused further damage. This can be seen in photos LL#1-117 to LL#1-120, labeled 'B' by the landlord. It indeed shows a hook in the wall and a hole left by its removal.
18. The tenants deny responsibility for this item. They testified that this hook was present when they moved in on 1-August-2022. The landlord provided photos labeled N (LL#1-88 to LL#1-LL#104) which show the premises on the dates 26-August-2020 and 15-November-2018. Unfortunately, as I have no testimony as to what changes (if any) happened between these dates and when the tenants moved in, these are of little evidentiary value. The photos labeled M (LL#1-143 to LL#1-148) were taken on 19-July-2022, immediately prior to the tenants' move in. Unfortunately, they do not appear to include the area being discussed here.
19. The landlord testifies that the tenants caused the damage. The tenants testify that they did not. I have no reason to favor one party's testimony over the other. Each is plausible, and neither was contradicted by themselves or by any documentary evidence. I find that the landlord has not established on a balance of probabilities that this damage was caused by the tenants. This portion of the landlord's claim fails.
20. Second, the landlord claims \$148.21 for the replacement of four damaged sets of window blinds. The landlord testified that these blinds were purchased about 18 months before the beginning of the tenancy, which would have been around February of 2021.

Vinyl window blinds have an average life expectancy of only about 3-5 years.¹ The tenants claim that the blinds deteriorated through regular use, and the missing one was disposed of due to its poor condition. Tenants are not liable for items damaged by regular use; this constitutes normal wear and tear. The blinds are almost five years old, past their average expected life expectancy, so I have no reason to infer they were damaged by anything other than regular use. In any event, their value had completely been erased due to depreciation. In other words, they were due to be replaced anyway. This portion of the landlord's claim fails.

21. Third, the landlord claims \$14.74 in materials and \$210.00 in labour for the cost of cleaning, as she claims the tenants left the premises in an unclean state. The photos labelled A (LL#1-3 to LL#1-27, LL#1-71 to LL#1-80, and LL#1-105 to 115) are offered as evidence of this unclean state. The tenants and their witness testified and I accept that they made a good faith effort to clean the premises before they vacated. They also admitted they missed some areas, including the inside of the dishwasher, which was noticeably in need of significant cleaning (see LL#1-71 to LL#1-79). LL#2 shows a receipt for \$14.74 in cleaning products. The landlord said cleaning the rest of the premises took her about 7 hours, which I accept to be a reasonable estimate.
22. Self labour is compensable at a rate of minimum wage plus \$8.00/hour, currently \$24.00/hour. Multiplied by 7 hours this results in a labour charge of \$168.00. This portion of the landlord's claim succeeds in the amount of \$182.74.
23. Fourth, the landlord claims \$96.89 for the replacement of a damaged electric heater and shower rod in the bathroom. The shower rod can be seen in LL#1-132 and appears to be significantly rusted. LL#131 shows the heater with a small amount of rust apparent. The landlord testified that the shower rod was purchased in 2021 and the heater was of an unknown age but was installed sometime in the last five years. The landlord testified that the heater was also detached from the wall, though the photos do not make this evident. The tenants nevertheless agreed the heater was detached but denied responsibility. They testified that the heater was improperly installed on one side (screwed into drywall rather than a stud). The landlord did not refute this but explained that she did not understand how a heater could fall off on its own.
24. The answer is simply that gravity exerts a continuous force that pulls on the object's mounting. This force is negligible relative to the strength of a screw in a wooden stud, but a screw mounted in drywall is installed much less securely. Being a weaker material, the drywall can slowly weaken over time in response to the continuous force. I find the tenant's explanation plausible and at least as likely as the landlord's inference that the tenants caused the damage.
25. Regarding the rust, the tenants respond that it was normal wear and tear, caused by excessive moisture and inadequate ventilation. The landlord suggested it was caused by the tenants failing to use the bathroom fan while showering and not using adequate heat. She offered in support of this hearsay evidence of the opinion of a contractor whom she informed of the situation. I do not find this particularly persuasive. Nevertheless, it is unusual for rust to develop so quickly in the case of the shower rod. I

¹ <https://benblinds.com/average-lifespan-of-blinds/>

find the damage to the shower rod and the rust on the heater was likely caused by the tenant's negligent act. I also accept that the shower rod needed to be replaced.

- 26. The landlord provided a receipt (LL#2) showing that the replacement shower rod cost \$17.22. Depreciation must be considered. The life expectancy for a tension shower curtain rod is about ten years. The value the tenants' negligent act deprived the landlord of was therefore $\$17.22 \times (5 \text{ years} / 10 \text{ years}) = \8.61 . I do not find that the tenant's actions required that the heater be replaced, the mounting issue was clearly more significant than a few small spots of rust.
- 27. This portion of the landlord's claim succeeds in the amount of \$8.61.
- 28. Fifth and finally, the landlord claims \$150.00 for the replacement of a humidifier. She says there were two dehumidifiers provided and when the tenants vacated, only one was left behind. The tenants reply that when the second dehumidifier was brought to the premises, the first was removed. As in paragraph 19 above, I am left with a "he said, she said" situation. Once again, I find the landlord has not established her claim on a balance of probabilities, and this portion of the landlord's claim therefore fails.

Decision

- 29. The landlord's claim succeeds in the amount of \$191.35.

Issue 2: Security Deposit


- 30. As the landlord is owed moneys, they may apply the sum owed against the security deposit. The remainder must be returned to the tenants. In this case the security deposit was \$825.00 received on or about 22-August-2022.
- 31. 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 0% annual for 2022, 2023, and 2026, and 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$16.50.

Summary of Decision

- 32. The landlord seeks reimbursement of the \$20.00 application fee. She was successful in only a small portion of her initial claim. In the circumstances, her claim for hearing expenses is denied.
- 33. The landlord shall pay to the tenants \$650.15 as follows:

Security Deposit + Interest.....	\$841.50
Less Damages.....	-(191.35)
Total.....	\$650.15

6-March-2026
Date



Seren Cahill
Residential Tenancies Office