

## Residential Tenancies Tribunal

Application 2025-0199-NL & 2025-0227-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 10-April-2025 at 9:01 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

### Preliminary Matters

4. Both parties acknowledged that they received notice of the other party's application at least ten days before the hearing date.

### Issues before the Tribunal

5. Should the landlords' claim for damages succeed?
6. Should the tenant's claim for a refund of rent and utilities succeed?
7. Should the tenant's claim for compensation for inconvenience succeed?
8. What is the proper disposition of the security deposit?

### 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 (the *Act*).

### Issue 1: Damages

10. The landlords claim \$1110.49 in damages for materials and labour, representing the cost of repainting the premises. In accordance with the Residential Tenancies Program Policy and Procedure Guide policy 09-003, to succeed in a claim for damages a landlord must provide sufficient evidence to establish that the property was damaged by a willful or

negligent act of a tenant or a person a tenant allowed on the property, the extent of that damage, and the cost of repair or replacement, and this should include documentary evidence where possible.

11. The landlords testified that the tenant had taken it upon herself to plaster over parts of the walls that had been damaged. They said that this left them with no choice but to repaint the entire premises. They provided pictures (LL#1) showing the condition of the premises before the tenancy and after the tenant vacated. LL#1 pages 10-17 show the walls of the premises with what seems to be bare plaster in the bedroom, hallway, and living room. There also appears to be two scratches in the paint. None of these can be seen in the photos from before the tenancy. They testified that the premises had been painted in September 2021.
12. They testified that they fixed this damage by repainting the premises, and that this cost \$630.49 in materials. A receipt was provided showing the cost (LL#2 page 2). They also testify that they employed the services of one of the landlord's parents, who worked for 24 hours and were compensated \$20.00/hour for a total of \$480.00.
13. The tenant acknowledged that she and her toddler did cause some damage to the walls and that she attempted to remedy this by plastering and sanding. She suggested the damage was the result of normal wear and tear.
14. With respect to the tenant, the damage goes beyond the extent of normal wear and tear for a tenancy which lasted from September 2021 to February 2025. Interior paint has a life expectancy of about 15 years.
15. I accept that the tenant caused the damage through a willful or negligent act or acts, I have assessed the extent of the damages, and I accept that the cost of the repairs was \$1110.49. Depreciation must be considered. As stated above, the life expectancy for interior paint is about 15 years. To account for depreciation, the cost of repair is multiplied by the remaining expected lifespan and divided by the total expected lifespan, to account for the fact that the landlords now have the benefit of a freshly painted premises. In the present case,  $\$1110.49 \times (11/15) = \$814.36$ .
16. The landlords' claim succeeds in the amount of \$814.36.

## **Issue 2: Refund of Rent and Utilities**

17. The tenant seeks a refund of rent in the amount of \$101.79 and a refund of utilities in the amount of \$20.63, representing days in February in which she did not reside at the premises. She acknowledges that the landlords did not ask her to leave early, and that she chose to do so. She said that she felt uncomfortable staying when they asked her if they could begin repainting while she remained. The landlord later agreed in a text message (T#1) to repay the last 3 days rent but testified that she later revoked this offer.
18. Based on the tenant's own testimony, there is nothing to create a legal obligation for the landlords to repay the tenant for the three days she chose not to occupy the premises. At most, the landlord gave her a promise without consideration (i.e., in exchange for nothing), which is not binding in law.

19. The tenant's claim for a refund of rent and utilities fails.

### **Issue 3: Compensation for Inconvenience**

20. The tenant claims \$576.00 in compensation for inconvenience. This represents a \$500.00 sum for stress, time, and childcare, as well as \$76.00 in travel costs to receive a receipt for a security deposit. She testified that she required this receipt to complete her application before this tribunal. The \$76.00 is therefore better considered as a hearing expense, which will be dealt with in the Decision portion below.
21. The tenant says the \$500.00 is the amount she feels which is fair compensation for the stress this proceeding has caused her and the cost of childcare. No documentary evidence was provided regarding how much if any she actually paid to have someone watch her child.
22. There was no evidence presented which suggests that the landlords were in breach of either the *Act* or the lease agreement. Under s. 47(1)(h) of the *Act*, the director may make an order directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this *Act* or the rental agreement. This tribunal has no power to make an order directing the payment of compensation in the absence of such a contravention.
23. The tenant's claim for compensation for inconvenience fails.

### **Issue 4: Security Deposit**

24. The landlords are owed moneys and may therefore apply the security deposit against the sum owed. In the present case the security deposit is \$475.00 which was received on 23-August-2021.
25. 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 prescribed an interest rate of 0% for years 2021-2023 and a simple cumulative interest rate of 1% annual for each of the years 2024 and 2025. Calculated to the date of the hearing, this yields a total interest of \$6.06.

### **Decision**

26. The landlords' claim for damages succeeds in the amount of \$814.36.
27. The tenant's claim for a refund of rent and utilities fails.
28. The tenant's claim for compensation for inconvenience fails.
29. The landlord was successful in their application and therefore may seek to be reimbursed for their reasonable hearing expenses. They seek the \$20.00 application fee which is granted.

30. This tribunal has no power to award costs to an unsuccessful party under s. 47(1)(q). I cannot therefore consider the tenant's claim for costs.

**Summary of Decision**

31. The tenant shall pay to the landlord \$333.30 as follows:

Damages.....	\$814.36
Less Security Deposit.....	-\$481.06
Total.....	\$333.30

02-October-2025

Date

  
Seren Cahill  
Residential Tenancies Office