

Residential Tenancies Tribunal

Application 2025-0223-NL
Counter application 2025-0293-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:45 p.m. on 15-April-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondents and counter applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the landlords" attended via teleconference.

Preliminary Matters

4. The tenant submitted two affidavits with her application stating that she had served the landlords with the notice of the hearing via prepaid registered mail on 24-March-2025 (TT#1,2). The landlords confirmed that they received the notice of the hearing more than 10 days before the hearing date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the tenant's application.
5. The landlords submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing electronically by email on 4-April-2025 (LL#1). The tenant 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.
6. There was a written month-to-month rental agreement which commenced in December-2021. The tenant vacated the unit on 28-February-2025. Rent was \$950.00 per month due on 1st of each month. A security deposit of \$500.00 was collected on 22-November-2021 and is still in landlord's possession.

Issues before the Tribunal

7. The tenant is seeking:
 - Compensations for Inconveniences \$372.89;
 - Refund of Security Deposit \$500.00.
8. The landlords are seeking:
 - Rent paid \$950.00;
 - Compensation for Damages \$1500.75;

- Security Deposit of \$500.00 to be applied against any monies owed.

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 Policy*: Section 2-4 Deposits, Payments and Fees, Section 12-1 Recovery of Costs, and the following sections the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 47: Order of Director.

Issue # 1: Compensation for inconveniences \$372.89.

11. The tenant stated that she experienced significant inconvenience and is seeking compensation as follows:

1	Personal purchase of Ultrasonic Pest Control Devices (May 26 2024) to control pest issue that was not addressed by the landlord	\$57.49
2	2 Nights at hotel due to temporary displacement (September 5-7 2024) due to uninhabitable living conditions caused by water damage and persistent foul odor	\$315.40

#1: Personal purchase of Ultrasonic Pest Control devices \$57.49

Tenant's Position:

12. The tenant stated that there was the presence of mice in the unit. She explained that in January-2024 she first noticed mice. The tenant stated that she initially used traps and sticky pads but that the issue worsened, prompting her to purchase six ultrasonic plug-in pest control devices. She submitted a receipt to support her claim and is seeking reimbursement for the cost of the devices (TT#3).

Landlord's Position:

13. The landlords disputed tenant's claim, stating that the tenant never contacted them about any issues with mice. They stated that during month of November there was a significant amount of garbage left outside the front door of the tenant's unit, and that an unauthorized dog was present in the unit, along with dog feces. The landlords stated that the tenant's unit, which they described as being used primarily for storage, was overcrowded with her belongings, and unclean, which was the reason the mice problem appeared. Furthermore, the landlords noted that the tenant took the pest control devices with her upon vacating the unit, and as such, they do not believe they should be responsible for these costs.

#2: Two nights in the hotel due to inhabitable living conditions \$315.40

Tenant's Position:

14. The tenant explained that on 4-September-2024, she woke up to water leaking from the ceiling, which she stated originated from the upstairs washroom. The leak caused damage to the ceiling, resulting in a visible hole in the bedroom. The tenant submitted photographic

evidence to support her claim (TT#4). The tenant reported an odor, which she believed came from mouse feces and toilet water. The tenant claimed that due to the condition of the unit, it was not livable at that time. As a result, the tenant decided to stay in a hotel on the nights of 5-7-September, and after that she decided to stay with family members until mid-September. The tenant submitted a copy of the receipt to support her claim (TT#5). She noted that repairs to the water leak were completed during 4-5 September, however the ceiling remained not painted and the hole on the ceiling was not plastered until the end of the tenancy. The tenant is seeking reimbursement for the hotel stay, stating it was necessary due to the inconvenience caused by the leak.

Landlord's Position:

15. The landlords disputed the tenant's version of events and tenant's claim. They described the leak as minor and noted that the resulting hole in the ceiling was approximately one inch by one inch in size. They reported that upon removal of the damaged portion of the ceiling, there was no evidence of feces or odor. They further stated that the plumber inspected and repaired the leak the same evening and that the water involved was fresh water, not toilet water. The landlords also disagreed with the tenant's claim that the unit was uninhabitable, noting that the apartment had two bedrooms, and therefore the tenant could have stayed in the second bedroom rather than relocating to a hotel. They also stated that the tenant did not constantly resided in the unit and never informed them that she was staying in a hotel because of the leak, and instead mentioned she had plans to be away for those nights regardless.

Analysis

16. 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.

#1: Personal purchase of Ultrasonic Pest Control devices \$57.49

17. The tenant is seeking reimbursement for the cost of the pest control devices. I asked the tenant whether she notified the landlord about the issue with mice, and she confirmed that she did not. While the tenant stated that she had spoken with the upstairs tenant and that they later contacted the landlord, she did not personally report the issue or inform the landlord about the ultrasonic pest control devices she had purchased. As such, I find that the tenant failed to communicate the issue directly to the landlord and did not give them an opportunity to address the situation. Therefore, I find that the landlords cannot be held responsible for the costs associated with the pest devices.

#2: Two nights in the hotel due to inhabitable living conditions \$315.40

18. I accept the tenant's testimony that there was a water leak in the bedroom and that she was inconvenienced by this incident. When asked why she did not use the second bedroom, the tenant explained that the unit contained a significant amount of her belongings and that she attempted to move items out of the affected bedroom to prevent them from being damaged. She further stated that she only had one bed located in the bedroom and a couch in the living room. I asked the tenant whether she informed the

landlord that she would be staying in a hotel for two nights due to the leak, and she confirmed that she did not notify them. Based on this, I accept the landlord's testimony that they believed the tenant was not staying at the unit during those nights due to personal plans rather than because of the water leak. For these reasons, I find that the tenant did not communicate the nature or purpose of her hotel stay to the landlord, and therefore, the landlords are not responsible for reimbursing the cost of the hotel accommodation.

Decision

19. The tenant's claim for compensation for inconveniences does not succeed.

Issue # 2: Compensation for Damages \$1500.75.

Relevant Submission:

20. The landlords are seeking compensation for damages as per their damage's ledger. The landlords stated that the damages occurred during the tenancy and explained that all work was carried out by a contractor company and submitted a copy of the receipt to support their claim (LL#2). See copy of the damage's ledger below:

1	Replacement of Bathroom door
2	Lock set
3	Repair door stop
4	Repair holes in walls
5	Paint + Plaster
6	Cleaning - fridge /stove/window/bathroom
7	-exhaust fans / HRV vents /light fixtures
8	Replace stone dampers
9	Replace damaged screen

21. The tenant stated that she was not served with any evidence prior to the hearing date. The landlords acknowledged that they were not aware that they need to serve the tenant with evidence. As a result, and in accordance with procedural fairness, any evidence submitted by the landlords to the office that were not submitted to the tenant will not be considered in this decision.

22. The landlord's and tenant's position on each item is as follows:

1. Replacement of bathroom door and lock set - \$475.00

Landlord's Position:

23. The landlords testified that the bathroom door required replacement due to damage sustained during the tenancy. They are seeking reimbursement for the cost of supplies, paint, and installation of a new door and lock set. According to the landlords, the total amount includes removal of the existing door, taking off the hinges, installation of a new door, painting, materials, labor, and the cost of the lock set.

Tenant's Position:

24. The tenant acknowledged that the damage to the door occurred during her tenancy but disputed the amount being claimed. She stated that the cost appeared to be too high for a standard door and lock replacement.

2. Repair of Bedroom Doorstop – \$35.00

Landlord's Position:

25. The landlords are seeking \$35.00 for the replacement of a door stop in the bedroom, as they stated that it was damaged during the tenancy. This amount covers material and labor for the supply and installation. The landlords responded that the doorstop had been securely in place prior to the tenancy and that the replacement was necessary.

Tenant's Position:

26. The tenant disputed landlord's claim. She stated that the doorstop was not damaged by her and that it had originally been installed using a few small finishing nails. She claimed that it was not cracked or broken but simply popped off, and that she attempted to repair it herself.

3. Damage to Walls – \$375.00

Landlord's Position:

27. The landlords are seeking \$375.00 for plastering and painting of two specific walls: one in the front room and one in the hallway. They testified that there were visible holes on these two walls above the heater and behind the stove, and that these issues occurred during the tenancy. The landlords also stated that the unit was freshly painted prior to the start of the tenancy. They clarified that the amount claimed is only for these two damaged walls, despite the fact that the entire unit was eventually painted.

Tenant's Position:

28. The tenant partially disputed the claim. She acknowledged that there was a small dent or hole in the hallway, and that she mounted a TV in the main living area. She stated that she was not informed of any restrictions regarding wall-mounted furniture or decorations. She accepted responsibility for the dent above the heater.

4. Cleaning \$300.00

Landlord's Position:

29. The landlords are seeking \$300.00 for cleaning the unit after the end of the tenancy. They stated that multiple areas required cleaning, including the stove, fridge, windows, light fixtures, bathroom fan, and leftover food.

Tenant's Position:

30. The tenant disputed the extent of the cleaning required. She stated that she thoroughly cleaned the unit over two days, specifically on February 27 and 28, including the fridge, stove, and bathroom. She admitted that she may not have cleaned the light fixtures but maintained that the rest of the unit had been cleaned prior to her departure. The tenant submitted videographic evidence to show the condition of the unit before vacating (TT#6).

5. Stove Dampers – \$70.00

Landlord's Position:

31. The landlords are seeking \$70.00 for the replacement of the stove dampers. They stated that the dampers were rusted and unclean and could not be cleaned, therefore requiring replacement.

Tenant's Position:

32. The tenant disputed this claim, stating that the dampers were in good condition at the start of the tenancy and remained that way throughout the tenancy.

6. Window screen - \$50.00

Landlord's Position:

33. The landlords are seeking \$50.00 for the repair of a window screen, stating that it was found outside on the ground and required fixing.

Tenant's Position:

34. The tenant denied removing the screen from the window and stated that it may have fallen out during stormy weather, addressing that there had been significant snowfall and high winds. She testified that had she noticed the screen on the ground, she would have returned it to the window. She also suggested the screen might have fallen out after she vacated the unit or once the snow began to melt.

Analysis

35. 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;*
- *The value to repair or replace the damaged item(s)*

1. Replacement of bathroom door and lock set \$475.00

36. The landlords are seeking reimbursement for the cost of supplies, paint, and installation of a new bathroom door and lock set. Based on the evidence and testimony provided, I accept that the damage to the bathroom door occurred during the tenancy, as both parties acknowledged that the damage took place while the tenant was in possession of the unit. The tenant questioned the cost claimed for the doors, stating that the amount appeared excessive. I conducted a review of comparable prices (<https://www.homedepot.ca>) and found that the amount sought by the landlords is reasonable, as claimed cost includes the removal of damaged door, new door, paint, lock and installation.

37. Therefore, the landlords will be granted the full amount claimed for the bathroom door replacement, in the amount of \$475.00.

2. Repair of Bedroom Doorstop – \$35.00

38. The landlords are seeking the bedroom doorstop replacement. I accept the landlord's testimony that the doorstop was newly installed prior to the beginning of the tenancy and that it remained in place at that time. While the tenant disputed responsibility and claimed the damage was not intentional, I accept that she acknowledged that the door stop popped out. As the tenant did not report the issue to the landlords and instead attempted to repair it herself by nailing it back, an effort was unsuccessful, I find the tenant to be responsible for the damage. Therefore, the landlords will be granted the claimed amount of \$35.00 for the bedroom doorstop.

3. Damage to Walls – \$375.00

39. The landlords are seeking \$375.00 for plastering and painting of two walls. I find it reasonable that the holes and dents identified by the landlords occurred during the tenancy and required plastering and repainting after the tenant vacated. The tenant acknowledged some of the damage, including mounting a television and the dent above the heater. However, she stated that she was never restricted from placing items on the walls and therefore does not believe she should be held responsible for the cost of repairs. The landlords stated that the tenant never asked for permission to put holes in the walls. Therefore, I find the tenant to be responsible for the costs of repairs.

In accordance with Section 9-5 of the *Residential Tenancies Policy*, depreciation and life expectancy shall be taken into consideration and research shows that the life span of interior paint is approximately 10 years (research taken from www.coloradopainting.com). Based on the testimony of both parties, I accept that the unit was freshly painted prior to the start of the tenancy. I find that the paint has approximately 60% of its life cycle remaining and for that reason, I find that the tenant is responsible for the cost repaint the walls in the amount of \$225.00.

40. The landlords are entitled to \$225.00 for plastering and painting of the affected walls.

7. Cleaning \$300.00

41. The landlords are seeking \$300.00 for cleaning the unit after the end of the tenancy. They stated that multiple areas required cleaning, including the stove, fridge, windows, light fixtures, bathroom fan, and leftover food. However, the tenant strongly disputed the extent of cleaning needed and provided a detailed account of the cleaning she performed. She also admitted that the light fixtures were not cleaned, but otherwise stated that the unit was well cleaned. I find that the cleaning of light fixtures falls under what would typically be considered deep cleaning, and as such, this type of cleaning goes beyond the standard level of cleanliness that a landlord can reasonably expect from a tenant upon vacating the unit. Based on the videographic evidence submitted by the tenant I find it evident that the tenant left the unit in clean and tidy condition.

42. Therefore, no compensation will be awarded to the landlords for cleaning.

8. Stove Dampers – \$70.00

43. The landlords are seeking \$70.00 for replacement of stove dampers. When asked, the landlords indicated that the stove was approximately 9–10 years old, but the dampers had been replaced approximately one year prior to the beginning of the tenancy. The tenant disputed that the dampers were damaged. While the landlords testified the dampers were rusted and unclean, they did not demonstrate the necessity of replacement. In the absence of evidence to support the landlords' claim, I find that the cost for replacing the stove dampers cannot be awarded.

9. Window screen - \$50.00

44. The landlords are seeking \$50.00 for repair of window screen. Given the tenant's credible testimony regarding the weather conditions, and the possibility that it may have fallen out after the tenancy ended, I find that the landlords failed to show that the tenant is responsible for the damage, through a willful or negligent act. Therefore, the landlord's claim does not succeed.

Decision

45. The landlord's claim for compensation for damages succeeds in the amount of \$735.00.

Issue # 3: Rent paid \$950.00

Landlord's Position

46. The landlords are seeking \$950.00 for loss of rent for the month of March. They testified that although the tenant vacated the unit at the end of February, they were unable to rent the unit immediately due to its condition. According to their testimony, the unit required substantial cleaning, repair to the bathroom door, plastering and painting of walls, and attention to other damages before it could be made suitable for a new tenant. They stated that on 16-February, they attempted to inspect the unit but were unable to do so, as it was filled with the tenant's belongings, which prevented them from fully assessing the condition of the premises at that time. After the tenant vacated, they entered the unit and discovered the damages. The landlords testified that they immediately sent photographs of the condition of the unit to the tenant via messenger but did not receive any response or assistance with addressing the damages.

Tenant's Position:

47. The tenant disputed the landlord's claim and stated that she issued a termination notice on 1-February indicating her intention to vacate the unit by the end of February. The tenant submitted a copy of termination notice to support her claim (TT#).

Analysis

48. Section 18 of the *Residential Tenancies Act* states:

18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

(b) not less than one month before the end of a rental period where the residential premises is rented from month to month;

....

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

49. Upon review, I find that the Standard notice to terminate the rental agreement issued by the tenant to the landlords on 1-February-2025 meets the requirements of the *Act* and is valid. However, it has already been determined in this decision that the tenant is responsible for certain damages, including the bathroom door, doorstop, and plastering and repainting of walls. Based on the evidence provided, I accept the landlords' testimony that the condition of the unit prevented them from re-renting it in March and that the time was required to complete necessary repairs.

50. Considering that the unit remained vacant due to the condition left by the tenant and the nature and scope of the necessary repairs, I find it reasonable to hold the tenant responsible for half of claimed amount.

Decision

51. The landlord's claim for rent paid succeeds in the amount of \$475.00.

Issue # 5: Refund of Security Deposit \$500.00

Security deposit to be applied against any monies owed \$500.00

Analysis

52. 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).

53. The landlord's claim for losses has been partially successful as per paragraphs 44 and 50 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 for 2021-2023 was 0% and the annual interest in 2024-2025 is 1%.

Decision

54. The landlord's claim for security deposit plus interest to be applied against monies owed succeeds.

Summary of Decision

55. The tenant's claim for compensations paid for the inconvenience does not succeed.

56. The tenant shall pay the landlords \$703.55 as follows:

Rent.....	\$475.00
Compensation for damages	\$735.24
Less Security Deposit & interest	\$506.45
 Total	 \$703.55

April 29, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office