

Residential Tenancies Tribunal

Application 2025-0260-NL
Counter application 2025-0305-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 9-June-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the tenant" attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing electronically via email on 13-May-2025 (LL#1). The landlord submitted proof of sent email. The tenant confirmed receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of the hearing electronically via text on 1-May-2025 (TT#1). The tenant submitted proof of sent text. The landlord confirmed receiving 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 fixed term rental agreement which commenced in September-2022 for one year, then transferred into a month-to-month relationship, however on 5-July-2024 there was signed another fixed-term rental agreement until 5-July-2025. Rent was \$1800.00 per month due on the 5th day of each month. The tenant moved out on 24-April-2025. A security deposit of \$1000.00 was collected in September-2022 and is still in the landlord's possession.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for inconvenience \$2000.00;
 - Rent \$1800.00;
 - Late fees \$75;

- Compensation paid for damages \$5656.60;
- Other \$358.11;
- Security deposit to be applied against any monies owed \$1000.00.

8. The tenant is seeking:

- Compensation paid for inconvenience \$12854.00;
- Compensation paid for damages \$1677.17;
- Other expenses \$20.00.

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 Policy*, Section 2-4: Deposits, Payments and Fees, Section 4-2: Tenant's request for repairs, Section 9-3: Compensations for Damages to Rental Premises, Section 12-1: Costs, and the following sections of the *Residential Tenancies Act, 2018*, Section 23: Notice where landlord contravenes peaceful enjoyment and reasonable privacy, Section 34: Requirements for notices.

Issue #1: Rent paid \$1800.00 and late fees \$75.00.

Landlord's Position

11. The landlord is seeking rent and late fees of \$1875.00 for the month of April, asserting that the tenant did not provide a valid termination notice and rent for April was not paid. The landlord explained that on 4-April, the tenant informed her he would be vacating the unit on 19-April; however, he did not vacate until 24-April. The landlord testified that the reason why tenant was leaving was due to interference with his peaceful enjoyment and reasonable privacy caused by the basement apartment tenant. As rent for April remained unpaid, the landlord is seeking full rent for that month. The landlord submitted a copy of the termination notice to support their claim (LL#2).

Tenant's Position

12. The tenant stated that he gave a termination notice under Section 23 of the Act, citing interference with peaceful enjoyment and reasonable privacy due to the actions of the basement tenant. He testified that the other tenant threatened him both in person and via messages. He further stated that the landlord claimed she was not involved in their conversations. The tenant acknowledged that he remained in the unit until 24-April and, as his rent payments had been late, he agreed that the landlord could retain rent for the 18 days he stayed in the apartment from his security deposit.

Analysis

13. Section 23 of the Act states:

Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential

premises on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.

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

- (a) be signed by the tenant;*
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises; and*
- (c) be served in accordance with section 35.*

14. I accept the testimony of both the landlord and the tenant that the tenant issued a termination notice under Section 23 of the Act on 4-April with a termination date of 19-April. However, the tenant did not vacate the unit until 24-April. As such, I find that the tenant did not comply with the required notice period outlined in the Section 7-5 of the Policy, which mandates a termination period of not less than 5 days and not more than 14 days, after the notice has been served. Therefore, the notice issued by the tenant does not meet the requirements of a valid termination notice. As such, the termination notice issued by the tenant on 4-April is invalid.

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

Late payment fee:

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. 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.

17. I accept the landlord's and the tenant's testimony that the tenant never paid rent for April month. Given that the tenant's termination notice is not a valid termination notice as per paragraph 14 of this decision, and that the rent was not paid for the month of April, therefore, with regards to the late fees and in accordance with Section 2-4 of the Policy as stated above, I find that that the late fee of \$59.00 is allowed.

Decision

18. The landlord's claim for rent and late fees succeeds in the amount of \$1859.00.

Issue # 2: Compensation for Damages \$5656.60.

Relevant Submission:

19. The landlord is seeking compensations as per their damage's itemized list. See copy below:

2	15 days of loss wages x 8 hrs	
3	120 hrs @ 31.93	\$ 3831.60
4		
5	Broken Window	\$ 425.50
6		
7	WALL- From Scorch Mark	500.00
8	Damage to Refrigerator	900.00

20. The landlord removed the claim for damage to refrigerator from their application.

#1. 15 days of loss wages \$3831.60.

Landlord's Position

21. The landlord is seeking \$3831.60 for lost wages, calculated as 8 hours per day for 15 days (totaling 120 hours) at a rate of \$31.93 per hour. She stated that she was medically advised to take time off work due to stress caused by the tenant's behavior. The landlord testified that the tenant frequently complained, sent numerous messages and texts, and had ongoing conflicts with another tenant on the property. She stated that the tenant manipulated the other tenant, damaged the steps, and created an overall environment that led to a serious stress-related medical condition. Additionally, the landlord stated that she had to travel to Newfoundland on two occasions to file affidavits of service and attend hearings. She further stated that she felt compelled to sell the property because of the tenant's actions.

Tenant's Position

22. The tenant denied responsibility for the landlord's claim.

#2. Broken window \$425.50.

Landlord's Position

23. The landlord is seeking \$425.50 for the cost of a window replacement. She stated that she inspected the property in May-2025 and discovered that the window was broken. The landlord testified that there were no cracks or damage to the windows at the beginning of the tenancy.

Tenant's Position

24. The tenant disputed responsibility for the damage, stating that the window was already broken when he moved into the unit. He stated that he never met the landlord in person during move-in, as the process was handled through an agent. The tenant testified that in July-2024, he communicated with the landlord via text message to inform her that the window was still broken, indicating the damage existed from the outset of the tenancy.

#3. Damage to the wall \$500.00.

Landlord's Position

25. The landlord is seeking reimbursement for wall renovation costs. The landlord stated that the tenant plugged a major appliance into a power bar, which caused an electrical burn, and as a result, the wall now needs to be cut out, replaced, plastered, and painted. She

testified that after the fire department entered the unit, it was determined that there were burn marks on the wall and physical damage to the structure. The landlord indicated that the amount claimed is based on an estimate for this work. The landlord submitted photographic evidence to support their claim (LL#3). The landlord submitted a copy of inspection report to support their claim (LL#4).

Tenant's Position

26. The tenant disputed the claim, stating that the issue arose due to poor electrical connections and unstable voltage in the house, which were not within his control. He explained that the power bar he used was a standard household item and that the damage was caused by wiring, not his actions. He stated that the fire department replaced the faulty connector and that he is not responsible for further repairs to the wall, as the damage was related to the electrical system, not misuse on his part. He also mentioned that lights in the unit had been flickering prior to the incident.

Analysis

27. 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. 15 days of loss wages \$3831.60.

28. The landlord is seeking \$3831.60 for lost wages, calculated as 8 hours per day for 15 days (totaling 120 hours) at a rate of \$31.93 per hour. She stated that she was medically advised to take time off work due to stress caused by the tenant's behavior. The landlord testified that the tenant frequently complained, sent numerous messages and texts, and had ongoing conflicts with another tenant on the property. She stated that the tenant manipulated the other tenant, damaged the steps, and created an overall environment that led to a serious stress-related medical condition. Additionally, the landlord stated that she had to travel to Newfoundland on two occasions to file affidavits of service and attend hearings. The tenant denied responsibility for the landlord's claim.

29. While I acknowledge the landlord's testimony regarding the emotional and logistical challenges she experienced, this tribunal does not have the authority to award compensation for lost wages, stress, pain, or suffering. The *Residential Tenancies Act* does not provide for such remedies. Therefore, the landlord's claim for lost wages does not succeed.

#2. Broken window \$425.50.

30. The landlord is seeking \$425.50 for the cost of a window replacement and submitted a receipt in support of the claim. She stated that she inspected the property in May-2025 and discovered that the window was broken. The tenant disputed responsibility for the damage, stating that the window was already broken when he moved into the unit. He stated that he never met the landlord in person during move-in, as the process was handled through an agent. The tenant testified that in July-2024, he communicated with the landlord via text message to inform her that the window was still broken, indicating the damage existed from the outset of the tenancy. The landlord testified that there were no cracks or damage to the windows at the beginning of the tenancy.

31. The landlord has not submitted sufficient evidence to demonstrate that the window was undamaged at the beginning of the tenancy or that the tenant was responsible for causing the damage. I accept the tenant's testimony that he raised the issue early in the tenancy. The landlord acknowledged that due to the volume of the complaints from the tenant, it is possible that this particular message was overlooked.
32. Based on the testimonies of both parties, I find that the landlord has not met the burden of proof to establish the tenant's responsibility for the cost of the window of replacement. Therefore, the landlord's claim for window replacement does not succeed.

#3. Damage to the wall \$500.00.

33. The landlord is seeking reimbursement for wall renovation costs. The landlord stated that the tenant plugged a major appliance into a power bar, which caused an electrical burn, and as a result, the wall now needs to be cut out, replaced, plastered, and painted. She testified that after the fire department entered the unit, it was determined that there were burn marks on the wall and physical damage to the structure. The landlord indicated that the amount claimed is based on an estimate for this work. The tenant disputed the claim, stating that the issue arose due to poor electrical connections and unstable voltage in the house, which were not within his control. He explained that the power bar he used was a standard household item and that the damage was caused by wiring, not his actions. He stated that the fire department replaced the faulty connector and that he is not responsible for further repairs to the wall, as the damage was related to the electrical system, not misuse on his part. He also mentioned that lights in the unit had been flickering prior to the incident.
34. Based on the testimonies of both parties and the evidence presented, including photographs and the inspection report, I find that while some damage to the wall is visible, it is not evident that full replacement or extensive renovation is required. The photographic evidence does not establish the necessity for cutting out and rebuilding the wall. Furthermore, I find that the fire incident appears to have been accidental in nature. There is no evidence of negligence on the part of the tenant.
35. Accordingly, I find that the tenant should not be held responsible for the cost of wall renovation, and the landlord's claim for reimbursement of wall renovation costs does not succeed.

Decision

36. The landlord's claim for compensations for damages does not succeed.

Issue # 3: Compensation for Inconvenience \$2000.00.

Relevant Submission:

37. The landlord is seeking compensation for various expenses she attributes to tenant-related issues as per their inconvenience itemized list. See copy below:

2	(1) AirLine Flight to Confirm that Application has Been Accepted - Due to Understanding (Air Canada)	681.00
7	(2) Flight to 2nd time to ASSIST in Filing Proper Application (jet set)	340.00
11	Compensation for other Miscellaneous expenses	979.00
13	and Cost of Cleaning house and Discarding a Bed Left behind	
15	by [REDACTED]	
17	Keys not Left behind (Keys to be cut and Lock Changed)	
21	Cost of AFFIDAVIT to be Stamped	

#1. Flight expenses \$1000.00

Landlord's Position

38. The landlord is seeking reimbursement for travel expenses, stating she spent over \$1,000.00 on two flights from Ontario to Newfoundland. She testified that, due to her unfamiliarity with the hearing process and limited access to technology, she traveled to Newfoundland to deal with matters involving the tenant and to ensure she could properly file documentation and participate in the proceedings.

Tenant's Position

39. The tenant disputed the landlord's claim.

#2. Cleaning and dumpster ride \$500.00

Landlord's Position

40. The landlord is seeking between \$300–\$500 for cleaning the unit and disposing of items left behind by the tenant. She stated that the house was left in unclean condition and that a bed and other tenant's belongings were left and had to be removed.

Tenant's Position

41. The tenant disputed the landlord's claim. He stated that the bed was already in the unit when he moved in and that the house was not clean at the start of his tenancy. He also testified that there was a cracked window and no hot water when he took possession of the unit. He asserted that he returned the unit in the same condition it was in at the beginning of the tenancy and disputed responsibility for any of the costs claimed.

#3. Signing affidavits \$100.00

Landlord's Position

42. The landlord is seeking compensation for the cost of signing affidavits, including a witness affidavit, and stated that she submitted a receipt in support of this expense (LL#5).

Tenant's Position

43. The tenant disputed the landlord's claim.

Analysis

44. In accordance with Section 47 of the *Act*, 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. However, I find that the landlord's claim for compensation for inconveniences falls under damages / losses incurred and will be considered accordingly.

45. 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. Flight expenses \$1000.00

46. The landlord is seeking reimbursement for travel expenses, stating she spent over \$1,000 on two flights from Ontario to Newfoundland. She testified that, due to her unfamiliarity with the hearing process and limited access to technology, she traveled to Newfoundland to deal with matters involving the tenant and to ensure she could properly file documentation and participate in the proceedings. The tenant disputed the landlord's claim.

47. With respect to the flight costs, while I acknowledge the landlord's effort to participate in the proceedings, this tribunal does not award compensation for personal travel or inconvenience, including costs incurred due to unfamiliarity with virtual hearing procedures. Therefore, the landlord's claim for flight expenses does not succeed.

#2. Cleaning and dumpster ride \$500.00

48. The landlord is seeking between \$300–\$500 for cleaning the unit and disposing of items left behind by the tenant. She stated that the house was left in unclean condition and that a bed and other tenant's belongings were left and had to be removed.

49. The tenant disputed the landlord's claim. He stated that the bed was already in the unit when he moved in and that the house was not clean at the start of his tenancy. He asserted that he returned the unit in the same condition it was in at the beginning of the tenancy and disputed responsibility for any of the costs claimed.

50. I accept the landlord's and the tenant's testimony, and I find that there is conflicting testimony regarding the condition of the unit at the beginning and end of the tenancy. The tenant stated that the unit was not clean upon move-in and that the bed was already present. The landlord has not provided sufficient evidence (such as move-in/move-out inspection reports or dated photographs) to establish that the tenant left the unit in a worse condition or abandoned personal property.

51. As a result, I find that the landlord has not met the burden of proof for any of the expenses claimed under this claim. Therefore, I find the landlord's claim for compensation for cleaning and dumpster does not succeed.

#3. Signing affidavits \$100.00

52. The landlord is seeking compensation for the cost of signing affidavits, including a witness affidavit, and submitted a receipt in support of this expense. The tenant disputed the landlord's claim.
53. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs, in general claimable cost may include the following: filing fee, the costs incurred in the preparation for hearing and the costs incurred in serving the other party and other.*
54. I accept that the landlord submitted receipt demonstrating that they occurred expenses for signing affidavits as part of preparation for the hearing, and as the landlord's claim was successful as per paragraph 18 of this decision, I find that the landlord will be awarded with compensation. Therefore, I find the landlord's claim for signing affidavits succeeds in the amount of \$100.00.

Decision

55. The landlord's claim for compensation paid for the inconvenience succeeds in the amount of \$100.00.

Issue # 4: Other expenses \$358.00.

Landlord's Position

56. The landlord is seeking compensation of \$358.00, stating that she incurred expenses related to printing and delivering evidence. The landlord testified that she experienced difficulties with these tasks and submitted receipts to support their claim (LL#6). Additionally, the landlord is seeking \$100.00 for signing affidavits and \$50.00 for obtaining a doctor's note.

Tenant's Position

57. The tenant disputed the landlord's claim.

Analysis

58. I accept the landlord's testimony that they incurred expenses for printing, scanning and delivering evidence. I accept that they submitted receipts to support their claim in total amount of \$258.65. According to the Section 9-1 of the *Policy*, I find that these expenses were incurred in preparation of the hearing, and as the landlord's claim was successful as per paragraphs 18 and 54 of this decision, I find that these expenses should be awarded.
59. With respect to the \$100.00 claimable for signing affidavits, I note that this cost has already been awarded in paragraph 54 of this decision, and as such, this portion of the landlord's claim for other expenses does not succeed.
60. Regarding the \$50.00 claimed for the doctor's note, I find such an expense does not fall under the allowable category of compensable costs as outlined in the *Policy*. Accordingly, this portion of the landlord's claim does not succeed.

Decision

61. The landlord's claim for other expenses succeeds in the amount of \$258.65.

Issue #5: Compensation paid for inconvenience \$12.854.00

Relevant Submission:

62. The tenant is seeking compensation for inconvenience as per their itemized list. See copy below:

01	From July 26 th 2024 to March 31 st 2025	
0	USING UNSAFE LANDING	\$ 1,240.00
0		
0	02) STRESS CAUSED BY THE INACTION OF THE LANDLORD	
0	03) TO TAKE MY COMPLAINTS SERIOUS EVEN	
0	04) WHEN GIVEN AUDIO & VIDEO EVIDENCE	\$ 1,114.00
0		
0	05) THE STRESS CAUSED BY THE ONGOING	\$ 500.00
0	06) HARASSMENT ABOUT LIGHTS ON & POWER	
10		
11	07) STRESS CAUSED BY HEARING [REDACTED] IN THE	
12	12) BASEMENT YELLING ON THE PHONE WITH THE	\$ 5000.00
13	13) LANDLORD SAYING HE CAN HAVE ME SUBT	
14	14) DEAD WITH ONE PHONE CALL AND THE	
15	15) REFUSAL OF THE LANDLORD TO GET	
16	16) INVOLVED	
17		
18	08) THE STRESS CAUSED BY FINDING OUT THAT	\$ 5000.00
19	19) THE LANDLORD TOLD [REDACTED] THERE WAS	
20	20) NO WORRIES" ABOUT HIS SUBT	
21	21) SAYING I COULD BE DEAL WITH ONE	
22	22) PHONE CALL AND THEN TELLING HIM I	
23	23) HEADED TO PHONE CALL	

#1. Unsafe landing \$1240.00

Tenant's Position

63. The tenant is seeking compensation for having to use an unsafe front landing and staircase.

The tenant described the front steps as "wobbly" and stated that they were unsafe for regular use. He claims that over a period of 8 months, from 26-July-2024 till 31-March-2025, a total of 248 days, he was forced to use the stairs five times per day. The tenant is seeking \$1 for each use, for a total of \$1240.00. The tenant submitted evidence to support his claim (TT#2).

Landlord's Position

64. The landlord disputed the tenant's claim. She acknowledged that the tenant had made complaints about the stairs but explained that she may have overlooked the issue on the first time because of the frequency of the tenant's complaints. The landlord testified that once she became aware of the concerns about the front steps, she advised the tenant that he could use the back entrance instead. She also stated that the tenant refused to allow the basement tenant – who maintained the property – to access the unit to perform any repairs. The landlord also noted that the tenant had sublet the unit to four other individuals, all of whom regularly used the front stairs, which, in her view, indicates that the stairs were not unsafe as the tenant claims.

#2. Stress \$11614.00

Tenant's Position

65. The tenant is seeking compensation for stress related issues in the total amount of \$11614.00. This includes \$1114.00 for stress caused by interaction with landlord, \$500.00 for stress caused by harassment, \$5000.00 for stress caused by harassment by phone and \$5000.00 for stress following the phone call. The tenant stated that the landlord did not take his concerns seriously, despite him providing evidence of ongoing harassment by another tenant. He further stated that this harassment interfered with his peaceful enjoyment and reasonable privacy, and even after the tenant allegedly made threatening comments, the landlord failed to act and did not fulfil her duty to provide a safe living environment.

Landlord's Position

66. The landlord disputed the tenant's claim and stated that she dealt with every tenant's complaint even after he called her over 500 times during the tenancy.

Analysis

#1. Unsafe landing \$1240.00

67. The tenant is seeking compensation for having to use an unsafe front landing and staircase. The tenant described the front steps as "wobbly" and stated that they were unsafe for regular use. He claims that over a period of 8 months, from 26-July-2024 till 31-March-2025, a total of 248 days, he was forced to use the stairs five times per day. The tenant is seeking \$1 for each use, for a total of \$1240.00. The landlord disputed the tenant's claim. She acknowledged that the tenant had made complaints about the stairs but explained that she may overlooked the issue on the first time because of the frequency of the tenant's complaints. The landlord testified that once she became aware of the concerns about the front steps, she advised the tenant that he could use the back entrance instead. She also stated that the tenant refused to allow the basement tenant – who maintained the property – to access the unit to perform any repairs. The landlord also noted that the tenant had sublet the unit to four other individuals, all of whom regularly used the front stairs, which, in her view, indicates that the stairs were not unsafe as the tenant claims.

68. I accept the landlord's and the tenant's testimony that the tenant raised concerns about the condition of the front stairs. I accept that the landlord made efforts to resolve the concern by suggesting the use of the back entrance and by relying on another tenant to perform maintenance, which the tenant refuse. Given that the tenant did not submit a formal written request for repairs, as required under the Section 4-2 of the *Policy* and decided to use the stairs despite having access to alternative entrance, I find that the tenant did not follow the proper procedure for addressing maintenance concerns. As such, the tenant's claim for compensation of \$1240.00 for using unsafe landing does not succeed.

#2. Stress \$11614.00

69. The tenant is seeking compensation for stressed related issues in the total amount of \$11614.00. This includes \$1114.00 for stress caused by interaction with landlord, \$500.00 for stress caused by harassment, \$5000.00 for stress caused by harassment by phone and \$5000.00 for stress following the phone call. The tenant stated that the landlord did not take his concerns seriously, despite him providing evidence of ongoing harassment by another tenant. He further stated that this harassment interfered with his peaceful enjoyment and reasonable privacy, and even after the tenant allegedly made threatening comments, the landlord failed to act and did not fulfil her duty to provide a safe living environment.

environment. The landlord disputed the tenant's claim and stated that she dealt with every tenant's complaint even after he called her over 500 times during the tenancy.

70. I acknowledge the tenant's concerns; however, this tribunal does not have the authority to award compensation for personal pain and suffering or emotional distress. As such, I find that the landlord is not responsible for the tenant's claim of \$11614.00 for stress.

Decision

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

Issue #6: Compensation paid for damages \$1677.17

Relevant Submission:

72. The tenant is seeking compensation for damages as per their itemized list. See copy below:

1	Cleaning After Fire 26 hours x \$24	\$ 624.00
2	Prescription Receipt / Pills	\$ 18.17
3	Loss of Pay 45 hours	\$ 1035.00

#1. Cleaning after the fire \$624.00

Tenant's Position

73. The tenant is seeking compensation for cleaning following a fire-related incident. He stated that burnt plastic particles had spread throughout the unit, affecting every room and surface. He described the cleaning as extremely difficult due to the presence of microplastic and smoke residue. The tenant claimed that he spent 26 hours cleaning and is seeking \$24.00 per hour for self-labor. The tenant submitted evidence to support their claim, noting that small black specks were visible everywhere, and that he had to keep the doors open to ventilate the smoke and odor (TT#3).

Landlord's Position

74. The landlord disputed the tenant's claim and stated that there was no fire. She further stated that the incident was caused by the tenant himself and that she does not recognize responsibility for the resulting cleaning.

#2. Prescription \$18.17

Tenant's Position

75. The tenant is seeking compensation for costs of prescription following a fall on the stairs. He stated that he fell from the stairs and hurt himself and that the doctor at the emergency room prescribed him a medication. The tenant believes that this is the landlord's responsibility, as he believes the stairs were unsafe. The tenant submitted a copy of prescription to support their claim (TT#4).

Landlord's Position

76. The landlord disputed the tenant's claim and stated that the tenant just slipped on the stairs by accident.

#3. Loss of pay \$1035.00

Tenant's Position

77. The tenant is seeking compensation for lost wages for 45 hours. He stated that he acted accordingly to the doctor's note. The tenant stated that he hurt his arm while felt on the stairs that were unsafe and believes that the landlord is responsible to reimburse this cost.

Landlord's Position

78. The landlord disputed the tenant's claim.

Analysis

#1. Cleaning after the fire \$624.00

79. The tenant is seeking compensation for cleaning following a fire-related incident. He stated that burnt plastic particles had spread throughout the unit, affecting every room and surface. He described the cleaning as extremely difficult due to the presence of microplastic and smoke residue. The tenant claimed that he spent 26 hours cleaning and is seeking \$24.00 per hour for self-labor. The tenant submitted evidence to support their claim, noting that small black specks were visible everywhere, and that he had to keep the doors open to ventilate the smoke and odor. The landlord disputed the tenant's claim and stated that there was no fire. She further stated that the incident was caused by the tenant himself and that she does not recognize responsibility for the resulting cleaning.

80. I accept the tenant's testimony that, following the incident, the unit required cleaning due to the presence of smoke and plastic residue. However, as determined in paragraph 34 of this decision, the incident appears to be an accident by nature. Therefore, due to the lack of evidence demonstrating negligence on the part of the landlord, I find that the landlord cannot be held responsible for the tenant's self-labor or related cleaning expenses, and therefore the tenant's claim for cleaning costs does not succeed.

#2. Prescription \$18.17

81. The tenant is seeking compensation for costs of prescription following a fall on the stairs. He stated that he fell from the stairs and hurt himself and that the doctor at the emergency room prescribed him a medication. The tenant believes that this is the landlord's responsibility, as he believes the stairs were unsafe. The landlord disputed the tenant's claim stated that the tenant just slept on the stairs by accident.

82. I acknowledge the tenant's testimony that he required medication as a result of the fall. As previously determined in paragraph 67 of this decision, the tenant did not follow the proper procedure for addressing maintenance concerns. As such, I find that the landlord is not responsible for the cost of prescription.

#3. Loss of pay \$1035.00

83. The tenant is seeking compensation for lost wages for 45 hours. He stated that he acted accordingly to the doctor's note. The tenant stated that he hurt his arm while felt on the stairs that were unsafe and believes that the landlord is responsible to reimburse this cost. The landlord disputed the tenant's claim.

84. I accept the tenant's testimony that he experienced a loss of pay as a result of incident. However, as noted in paragraph 64 of this decision, the tenant failed to follow the proper

procedure for addressing maintenance concerns. Therefore, I find that the tenant's claim for loss of pay does not succeed.

Decision

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

Issue #7: Other expenses \$20.00.

Relevant Submission

86. The tenant paid \$20.00 for the application fee and is seeking reimbursement. The Tenant submitted a copy of the receipt to support the claim (TT#5).

Analysis

87. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*: Costs, and as the tenant's claim was not successful, the tenant will be not awarded with filing fee.

Decision

88. The tenant's claim for other expenses does not succeed.

Issue # 8: Security deposit to be applied against any monies owed \$1000.00

Analysis

89. 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).

90. The landlord's claim for losses has been successful as per paragraphs 18, 54 and 60 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 2022-2023 was 0%, and the annual interest in 2024-2025 is 1%.

Decision

91. Security deposit plus interest shall be applied against monies owed.

Summary of Decision

92. The tenant shall pay the landlord \$1203.24 as follows:

Rent & late fees.....	\$1859.00
Compensation for inconvenience ...	\$100.00
Other expenses	\$258.65
Less Security Deposit & interest ...	\$1014.41
 Total	 \$1203.24

June 27, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office