

## **Residential Tenancies Tribunal**

Application 2025-0288-NL & 2025-0322-NL

Seren Cahill  
Adjudicator

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### **Introduction**

1. Hearing was held on 6-May-2025 at 9:00 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, appeared via teleconference.
3. The respondents and counter-applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, were represented at the hearing by the former of the two, who attended via teleconference.

### **Preliminary Matters**

4. Parties acknowledged that they were served properly.

### **Issues before the Tribunal**

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

### **Legislation and Policy**

7. 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: Compensation for Damages**

8. The landlord claims \$1040 in compensation for damages, divided amongst 7 items. Each item will be addressed separately below.
9. In accordance with the Residential Tenancies Program Policy and Procedure Guide policy 09-003, a landlord who claims for compensation for damages to the rental premises must provide sufficient evidence to establish the nature and extent of any alleged damages, that the damage was caused by the 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 where reasonably possible.

10. First, the landlord seeks \$140.00 in compensation for damages to the window blinds. Photos of the damaged blinds can be seen in LL#1, page 17. There are two triangle shapes missing from them. The landlord testified that the blinds were part of the house when he purchased it in August 2024.
11. The tenant testified that the blinds were filthy and in poor condition when they moved in. The landlord's evidence supports their testimony. The photo shows blinds which are yellowed and speckled with black dirt, particularly around the edges. The nature of this damage is such that it simply could not have occurred entirely during the 3 or 4 months of the tenancy. Based on the experience of this tribunal, these blinds are past their maximum life expectancy and needed to be replaced regardless.
12. This portion of the landlord's claim fails.
13. Second, the landlord seeks \$300.00 for compensation for a dent in the front door. This can be seen in LL#1, page 3. The landlord testified this damage was caused by the tenant. The tenant testified that it predated the tenancy. Neither party provided any documentary evidence of the state of the door at the start of the tenancy, and presumably both were equally able to document it at that time.
14. To succeed in their claim, the landlord must establish that the tenant caused the alleged damage on a balance of probabilities. In other words, they must establish that it is more likely that the tenant caused the damage than it is that they did not cause it. In the present case, I see no reason to value one person's word over the others. Both possibilities seem equally likely. The landlord has failed to establish an essential element of this portion of their claim, so it fails.
15. Third, the landlord claims \$210.00 in compensation for damage done to the walls. Again, the landlord testifies that the damage was caused by the tenant and the tenant testifies that it was caused by the handyman the landlord hired. Again, I have no reason to believe one party more than the other. This portion of the landlord's claim fails.
16. Fourth, the landlord claims \$90.00 for the repair of the dryer. Once again, the tenant testified that they did not cause the damage and I have no reason to doubt their testimony. As the onus is on the claimant, this portion of the claim fails.
17. Fifth, the landlord claims \$70.00 for damaged metal in the front door frame. Again, this is a "he said, she said," and I do not accept that the landlord's testimony is more likely than the tenant's. This portion of the landlord's claim fails.
18. Sixth, the landlord claims \$100.00 in compensation for mold in the bedroom window. The tenant acknowledges the mold but says it was not caused by their wilful or negligent action. In any event, the landlord did not explain why the mold required an extra \$100.00 to remove in addition to the cost of cleaning, which is item 7, below. There was no evidence, for instance, of anyone hired for mold abatement or treatment specifically. In addition, no documentary evidence of the mold was provided, so I am unable to assess

the extent of the damage and determine what amount of compensation would be appropriate. This portion of the landlord's claim fails.

19. Seventh, the landlord claims \$130.00 for a deep cleaning of the premises. The landlord says the cleaning required about 9 person hours of labour. The tenant says the premises was left as clean as it was on move in. The landlord did not provide any documentary evidence of uncleanliness. This portion of the landlord's claim fails.
20. The landlord's claim for damages fails.

#### **Issue 2: Security Deposit**

21. In the absence of a successful claim against it, a security deposit must be returned to the tenant at the end of the tenancy. In the present case the security deposit was \$1000.00 received on 3-November-2024.
22. 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 cumulative interest rate of 1% annual for 2024 and 2025. Calculated to the date of the hearing, this results in a total interest of \$5.09.

#### **Decision**

23. The landlord's claim for damages fails.
24. The landlord shall pay to the tenant the security deposit, including interest, valued at \$1005.09.

#### **Summary of Decision**

25. The landlord shall pay to the tenant \$1005.09 in the refund of a security deposit.

25-July-2025

Date

  
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Seren Cahill  
Residential Tenancies Office