

Residential Tenancies Tribunal

Application 2025-0327-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:10 a.m. on 12-June-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord", attended by teleconference.
3. The respondents, [REDACTED], hereinafter referred to as "the tenant" was represented by [REDACTED], who attended via teleconference (TT#1).
4. [REDACTED] was removed from the application as a respondent, as they did not have a residential tenancy relationship with the landlord.
5. [REDACTED] was called into the hearing as the landlord's witness.
6. [REDACTED] was called into the hearing as the tenant's witness.

Preliminary Matters

7. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of the hearing via prepaid registered mail tracking number [REDACTED] on 22-April-2025 (LL#1). The tenant confirmed receiving the notice of the hearing. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
8. There was a written month-to-month rental agreement which commenced in 2013. The tenant vacated on 12-February-2025. Rent was \$1000.00 per month due on the 1st of each month. A security deposit of \$425.00 was collected in 2013 and is still in the landlord's possession.
9. The disposition of the security deposit will be dealt within this decision.

Issues before the Tribunal

10. The landlord is seeking:
 - Compensation paid for damages \$11642.00;

Legislation and Policy

11. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
12. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*, Section 9-3: Compensations for Damages to Rental Premises, Section 9-5: Depreciation and life expectancy of property, Section 12-1: Costs, and following section of the *Residential Tenancies Act, 2018*, Section 14: Security Deposit.

Issue #1: Compensation for Damages \$11642.00.

Relevant submission

13. The landlord is seeking compensations paid for damages according to the ledger, see copy below:

1	Water damage, Hallway & Bedrooms	\$ 500.00	quote
2	5" x 5" scuff's in bedroom floor	included in quote	
3	Electric baseboard heater	\$ 90	
4	5" x 7" hole heater poked into wall	\$ 500	estimate
5	2" x 2" scuff in bedroom floor	included in quote	
6	Replace floor water damage laundry room	\$ 500	est
7	Kitchen floor water damage	\$ 2000	est
8	3ft x 3ft tear in kitchen floor	included in	estimate
9	water damage, bathroom floor	\$ 1200	estimate
10	china & linens cat damage	\$ 4.50	estimate
11	3 window screens cat damage	\$ 100	estimate
12	scratches in wall from cat	\$ 500	estimate
13	mess left cat fur, dirt ect	\$ 300	estimate
14	2 days lost wages to clean		
15	out water, and remove floor	\$ 1000	estimate
16			

#1: Replacement of the flooring in hallway, kitchen and 2 bedrooms \$8812.71

Landlord's Position

14. The landlord is seeking compensation in the amount of \$8,812.71 for the replacement of flooring in the hallway, kitchen, bathroom, and laundry room due to the water damage and replacement of flooring in two bedrooms due to the wheel marks, scratches, and scuffs that were not present prior to the tenancy. The landlord claims all flooring was in good condition at the beginning of the tenancy, and that the damage occurred due to water leakage and general wear caused during the tenancy.
15. The landlord testified that the tenant owned the washing machine, and the landlord owned the dryer. He stated that approximately two weeks before the tenant vacated the rental unit, the washer was removed. Later on 12-February, the tenant's daughter returned the keys, and a few hours afterward, the landlord's wife entered the unit after hearing water dripping. According to what was observed, water was leaking from a pipe in the laundry room, allegedly due to the water line not being properly shut off after the washer was removed.
16. According to the landlord, the landlord's wife placed a bucket, towels, and a dehumidifier in the laundry room in an attempt to manage the water, which is shown in a submitted video (LL#2). According to the landlord, the tenant was informed of the water damage but refused

to come downstairs to inspect it and declined offers for the landlord to enter the unit to address the issue.

17. The landlord claims that water damage extended to:

- The hallway, where laminate flooring was installed,
- The kitchen, bathroom, and laundry room, which had vinyl flooring,
- And that subfloor in the laundry room was also affected.

18. According to the landlord, the compensation amount includes materials such as engineering flooring and vinyl, installation, and baseboard replacement, but excludes any repair or replacement of the subfloor, which the landlord hopes was not affected. In support of the claim, the landlord submitted photographic evidence of the flooring and subfloor damage, and a quote covering the cost of materials, labor, and baseboards (LL#3). The landlord stated that the flooring materials included were of the cheapest available type.

Tenant's Position

19. The tenant's representative disputed the landlord's claim for compensation and denied responsibility for the alleged water damage. She testified that the washer was removed on 28-January, and that the water supply was shut off at that time. The tenant's representative stated that no water was leaking when the washer was removed, and that there were movers and other individuals present who would have noticed if there had been any leakage.

20. She further testified that the water damage in the bathroom was pre-existing, stating that the floor in the bathroom was already darkened due to prolonged water exposure. In addition, the tenant's representative claimed that water was leaking from the roof in multiple places, contributing to moisture and damage in various areas.

21. The tenant's representative also disputed the landlord's description and valuation of the flooring. She stated that the flooring in the unit was not engineered hardwood as claimed, but rather cheap laminate and linoleum. She added that the quote submitted by the landlord was for new and upgraded materials, not a like-for-like replacement of what was originally in the unit, and that the \$8,800.00 quote was unreasonable considering the original flooring's condition and type. She emphasized that the unit had been rented for 13 years, and that the landlord failed to provide any photographs or documentation showing the condition of the flooring at the start of the tenancy.

22. She also testified that no move-out inspection was completed, and that the basement apartment was very humid, requiring daily use and emptying of a dehumidifier, which, in her view, contributed to the general deterioration of the flooring over time. The tenant submitted photographic evidence to show the condition of the unit before vacating (TT#2).

23. The tenant's representative also stated that she returned the keys at approximately 12:30 p.m. on 12-February and was later contacted by the landlord around 6:00 p.m. the same day about the water issue. Based on this timeline, she argued that the alleged damage could have occurred after she vacated the unit.

#2: Baseboard heater \$90.00

Landlord's Position

24. The landlord is seeking \$90.00 for the replacement of a heater located in one of the bedrooms. He explained that the heater was pushed into the wall due to pressure from the bed frame, which he believes the tenant had pushed too hard against the wall. As a result, a hole was created in the wall behind the heater. The landlord stated that he discovered the damage, saw the hole in the wall, and plastered it at no cost at a first time. He submitted photographic evidence of the damage and a copy of a quote to support the amount claimed (LL#4).

Tenant's Position

25. The tenant's representative acknowledged that the heater was old and stated that it could have been in the unit for approximately 20 years. She described it as rusted but still functional. The tenant argued that the heater appeared worn due to age and not as a result of the tenant's actions.

#3: Plaster & paint \$500.00

Landlord's Position

26. The landlord is seeking \$500.00 for labor and materials to plaster and paint bedroom where a wall was damaged when a heater was pushed into it. He testified that the hole became visible after the heater was removed and that it required plastering, sanding, and painting to repair. The landlord also stated that he obtained an estimate from a professional indicating the work would cost approximately \$1,150.00. He testified that the damage resulted in a hole measuring approximately 5 feet by 7 feet and that he completed the repairs himself over a couple of days. The landlord submitted photographic evidence to support his claim (LL#5).

Tenant's Position

27. The tenant acknowledged responsibility for the damage caused to the wall, however disputed the extent of the landlord's claim, particularly the need to repaint the entire wall or room. She agreed to being responsible for repairs but not for the full cost claimed.

#4: Blinds replacement \$450.00

Landlord's Position

28. The landlord decided to remove compensation for replacement of blinds from his claim.

#5: Screens \$100.00

Landlord's Position

29. The landlord is seeking \$100.00 for the replacement of two window screens, which he alleges were damaged by the tenant's cat. He submitted photographic evidence in support of his claim and stated that the amount sought is for the cost of replacement (LL#6).

Tenant's Position

30. The tenant's representative acknowledged that there may be small holes consistent with cat scratches but argued that the screens are old, and any damage is likely the result of

normal wear and tear. She also noted that there is no evidence showing the condition of the screens at the beginning of the tenancy.

#6: Scratch on the wall from cat \$500.00

Landlord's Position

31. The landlord is seeking \$500.00 for renovations in the living room due to damage he attributed to cat scratches on the wall. He stated that the amount includes self-labor for plastering and painting, as well as materials. The landlord testified that he took two days off work to complete the repairs, estimating 3–4 hours spent on plastering and approximately 8 hours on painting. He also stated that he purchased of paint and that the work was limited to one wall. He submitted photographic evidence showing visible scratch marks on the wall (LL#7).

Tenant's Position

32. The tenant's representative disputed the claim, asserting that the marks were likely the result of normal wear and tear.

#7: Cleaning \$300.00

Landlord's Position

33. The landlord is seeking \$300.00 compensation for the cleaning. He testified that, after the tenant vacated, they found the unit in uncleaned condition - cat's fur was left everywhere, mold was found under the fridge, bathroom needed to be scrubbed, dust covered the walls and due to the water damage throughout the apartment, floors needed to be cleaned. The landlord stated that his wife spent around 8 hours to finish the cleaning. The landlord testified that the amount of \$300.00 includes cleaning materials, such as bleach, Mr. Clean, sprays, pads and other supplies to complete the job. The landlord submitted photographic evidence to support their claim (LL#8).

Tenant's Position

34. The tenant's representative disputed the landlord's claim. She agrees only that the side of the stove was missed but otherwise insists that the entire apartment was thoroughly cleaned before the tenant's departure. She has submitted photographs to demonstrate the condition of the unit before the termination of the tenancy (TT#2).

#8: Lost wages \$1000.00

Landlord's Position

35. The landlord is also seeking \$1,000.00 for lost wages. He testified that he spent two days removing the floor and cleaning, two additional weekdays performing repair work, and two weekends cleaning water damage, replacing kitchen and bathroom fixtures, and installing temporary flooring. He stated that he missed several workdays as a result.

Tenant's Position

36. The tenant disputed the landlord's claim, stating that, after 13 years of tenancy, the landlord's actions appeared more aligned with upgrading the unit rather than repairing specific tenant-caused damage.

Landlord's Witness Statement:

37. The landlord called a witness who testified that she discovered the water leak in the afternoon, around 2:00 p.m. She stated that she went downstairs, heard the sound of water leaking, and observed that the floor was damaged, and water had spread throughout the area. She attempted to manage the situation by placing towels in the laundry area and using a bucket to collect the water. She further testified that she was unable to collect the keys from the tenant at that time, as she was on a phone call. However, she was able to enter the unit around 2:00 p.m. and observed the extent of the water damage.

Tenant's Witness Statement:

38. The tenant also called a witness who testified that he was present in the unit at the end of January when the washer was removed. He stated that he and two other movers were involved in the removal process. After the appliances were taken out, he remained in the unit for approximately 2–3 hours to help clean. He testified that he cleaned the kitchen, fridge, bedrooms, living room, washer and dryer, and the area underneath the laundry machines. He stated that at the time of cleaning, there was no water running or visible signs of leakage. He also testified that he returned to the unit two more times after the washer was removed and did not observe any signs of water damage during those visits.

Analysis

39. 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: Water damage to the flooring in hallway, kitchen and 2 bedrooms \$8812.71

40. The landlord is seeking compensation in the amount of \$8,812.71 for the replacement of flooring in the hallway, kitchen, bathroom, and laundry room due to the water damage and replacement of flooring in two bedrooms due to the wheel marks, scratches, and scuffs that were not present prior to the tenancy. The landlord claims all flooring was in good condition before the tenancy, and that the damage occurred due to water leakage and general wear caused during the tenancy.

41. The landlord testified that the tenant owned the washer, and the landlord owned the dryer. He stated that approximately two weeks before the tenant vacated the rental unit, on 12-February, the washer was removed. Later that day, the tenant's daughter returned the keys, and a few hours afterward, the landlord's wife entered the unit after hearing water dripping. According to the observed water leaking from a pipe in the laundry room, allegedly due to the water line not being properly shut off after the washer was removed.

42. The landlord claims that water damage extended to:

- The hallway, where laminate flooring was installed,
- The kitchen, bathroom, and laundry room, which had vinyl flooring,
- And that subfloor in the laundry room was also affected.

43. The compensation amount includes materials such as engineering flooring and vinyl, installation, and baseboard replacement, but excludes any repair or replacement of the subfloor, which the landlord hopes was not affected. In support of the claim, the landlord submitted a written quote covering the cost of materials, labor, and baseboards (LL#). The landlord stated that the flooring materials included were of the cheapest available type.
44. The tenant's representative disputed the landlord's claim for compensation and denied responsibility for the alleged water damage. She testified that the washer was removed on 28-January, and that the water supply was shut off at that time. The tenant's representative stated that no water was leaking when the washer was removed, and that there were movers and other individuals present who would have noticed if there had been any leakage.
45. She further testified that the water damage in the bathroom was pre-existing, stating that the floor in the bathroom was already darkened due to prolonged water exposure. She noted that the bathroom floor would often be wet—approximately once per week—due to ongoing toilet issues. In addition, the tenant's representative claimed that water was leaking from the roof in multiple places, contributing to moisture and damage in various areas.
46. The tenant's representative also disputed the landlord's description and valuation of the flooring. She stated that the flooring in the unit was not engineered hardwood as claimed, but rather cheap laminate and vinyl. She added that the quote submitted by the landlord was for new and upgraded materials, not a like-for-like replacement of what was originally in the unit, and that the \$8,800.00 quote was unreasonable considering the original flooring's condition and type. She emphasized that the unit had been rented for 13 years, and that the landlord failed to provide any photographs or documentation showing the condition of the unit or the flooring at the start of the tenancy.
47. The tenant's representative also stated that she returned the keys at approximately 12:30 p.m. on 12-February and was later contacted by the landlord around 6:00 p.m. the same day about the water issue. Based on this timeline, she argued that the alleged damage could have occurred after she vacated the unit.
48. She also testified that no move-out inspection was completed, and that the basement apartment was very humid, requiring daily use and emptying of a dehumidifier, which, in her view, contributed to the general deterioration of the flooring over time. The tenant submitted photographic evidence to show the condition of the unit before vacation.
49. Based on the evidence and the testimonies of both parties and both witnesses, I find it more reasonable to conclude that the tenant is responsible for the water leakage, and that damage occurred to the flooring in the laundry room and hallway as a result. While the tenant denies responsibility, I find the landlord's version of events more consistent and supported by evidence. As such, I accept that the water leakage occurred following the removal of the washer.
50. According to the Section 9-5 of the *Policy*, *where it is found that a party is responsible for the costs of replacing or repairing an object, a depreciation calculation should be applied in determining the amount of compensation that should be awarded*. I asked the landlord to clarify the age of the flooring in the unit. The landlord confirmed that the current flooring in the unit is laminate. However, he stated that due to the specific thickness required for

the replacement, engineered flooring would be needed. The landlord was not sure about the age of the flooring and stated that it was old.

51. According to the *National Association of Home Builders Study of Life Expectancy of Home Components*, the life expectancy of laminate flooring is approximately 15 years. Additionally, vinyl (or linoleum) flooring typically has a lifespan of around 25 years. The landlord did not provide information, when exactly the flooring was replaced. As the tenancy started 13 years ago, and upon reviewing the photographic evidence submitted, I find that the flooring appears visibly aged and worn and is likely near the end of its expected lifespan. Given the condition observed in the photographs and the length of the tenancy, I find that the laminate flooring in the hallway and bedrooms had reached or was nearing the end of its useful life as was the linoleum flooring in the laundry room and would have required replacement regardless of the water incident. Therefore, although the tenant is found responsible for the water leak, I find that they shall not be held responsible for the cost of replacing the flooring in the hallway and bedrooms and laundry room, as the flooring had depreciated by the time of the incident.
52. With respect to the kitchen flooring, I note that the landlord did not provide sufficient evidence to clearly demonstrate damage. As such, and in the absence of sufficient proof of damage, I find that the tenant shall not be held responsible for the cost of replacing flooring in the kitchen.
53. In conclusion, while the tenant is found responsible for the water leakage, due to the age and condition of the flooring and the lack of sufficient evidence regarding the extent of damage in some areas, the landlord's claim for compensation for flooring replacement does not succeed.

#2: Baseboard heater \$90.00

54. The landlord is seeking \$90.00 for the replacement of a heater located in one of the bedrooms. He explained that the heater was pushed into the wall due to pressure from the bed frame, which he believes the tenant had pushed too hard against the wall. As a result, a hole was created in the wall behind the heater. The landlord stated that he discovered the damage, saw the hole in the wall, and plastered it at no cost at a first time. He submitted photographic evidence of the damage and a copy of a quote to support the claim.
55. The tenant's representative acknowledged that the heater was old and stated that it could have been in the unit for approximately 20 years. She described it as rusted but still functional. The tenant argued that the heater appeared worn due to age and not as a result of the tenant's actions.
56. I accept the testimony of both the landlord and the tenant, and I find that the photographic evidence supports that the heater was damaged. When asked about the age of the heater, the landlord was unable to provide an exact timeframe. I accept the tenant's testimony that the heater appeared old, and based on the visual evidence, I find it likely that the heater was near or at the end of its expected lifespan.
57. As the landlord failed to show the condition of the heater at the beginning of the tenancy and was not sure about the age, I accept that it's evident that the heater is old and appears to be at the end of its life expectancy. As such, I find that the cost of replacement falls within the landlord's responsibility for maintaining aging fixtures, and the landlord's claim for replacement of baseboard heater does not succeed.

#3: Plaster & paint \$500.00

58. The landlord is seeking \$500.00 for labor and materials to plaster and paint bedroom where a wall was damaged when a heater was pushed into it. He testified that the hole became visible after the heater was removed and that it required plastering, sanding, and painting to repair. The landlord also stated that he obtained an estimate from a professional indicating the work would cost approximately \$1,150.00. He testified that the damage resulted in a hole measuring approximately 5 feet by 7 feet and that he completed the repairs himself over a couple of days. The landlord submitted photographic evidence to support his claim.
59. The tenant's representative acknowledged responsibility for the damage to the wall caused by the heater but disputed the extent of the landlord's claim, particularly the need to repaint the entire wall or room. She agreed to being responsible for repairs but not for the full cost claimed.
60. I accept the testimony of both parties and find that the tenant is responsible for the damage to the wall. I also accept that the damage required plastering and repainting one wall to restore the unit to a proper condition.
61. According to the landlord, the bedroom was freshly painted approximately two to three years ago. According to industry standards, the expected lifespan of interior paint is approximately ten years. Therefore, I find that the tenant is responsible for 70% of the painting cost due to depreciation.
62. The landlord testified that he completed the repair work himself but did not provide a breakdown of the specific hours worked. Based on the scope of the repairs and the landlord's estimate of spending a couple of days to complete the work, I find it reasonable to award 5 hours of self-labor to plaster and paint one wall. According to the Policy 9-3, *where the landlord carried out repair work themselves, for each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00*, totaling \$120.00.
63. Regarding materials, I accept the landlord's receipt of \$51.72 for the cost of a gallon of paint (LL#9). Based on the research conducted (www.homedepot.ca), the average cost of plaster is around \$15.00. Given that the tenant is responsible for 70% of the cost of labour and materials, the costs will be as follows:
 - \$36.20 for paint;
 - \$10.50 for plaster;
 - \$84.00 for self labour.
64. The landlord's claim succeeds in the amount of \$130.70.

#4: Blinds replacement \$450.00

65. The claim for blinds replacement has been dismissed as per the landlord's request.

#5: Screens \$100.00

66. The landlord is seeking \$100.00 for the replacement of two window screens, which he alleges were damaged by the tenant's cat. He submitted photographic evidence in support of his claim and stated that the amount sought is for the cost of replacement.

67. The tenant's representative acknowledged that there may be small holes consistent with cat scratches but argued that the screens are old, and any damage is likely the result of normal wear and tear. She also noted that there is no evidence showing the condition of the screens at the beginning of the tenancy.

68. I asked the landlord about the age of the screens. He stated that they were original to the property when he purchased it but was unable to confirm their actual age. I accept the testimony of both parties that there may be minor damage consistent with cat scratches. However, the landlord did not provide evidence of the age and screens' condition at the start of the tenancy, nor sufficient proof that the tenant's cat was the direct cause of the damage.

69. Furthermore, based on research conducted on www.magicwindow.ca, the expected lifespan of window screens is approximately five to seven years. Given that the screens in question are at least 13 years old, they have exceeded their typical lifespan and would likely require replacement due to age regardless of any tenant-related damage.

70. Accordingly, I find that the landlord's claim for the replacement of the screens does not succeed.

#6: Scratch on the wall from cat \$500.00

71. The landlord is seeking \$500.00 for renovations in the living room due to damage he attributed to cat scratches on the wall. He stated that the amount includes self-labor for plastering and painting, as well as materials. The landlord testified that he took two days off work to complete the repairs, estimating 3–4 hours spent on plastering and approximately 8 hours on painting. He also stated that he purchased a gallon of paint and that the work was limited to one wall. He submitted photographic evidence showing visible scratch marks on the wall. The tenant's representative disputed the claim, asserting that the marks were likely the result of normal wear and tear.

72. I accept the landlord's testimony that the unit had been freshly painted approximately 2–3 years ago. Based on the photographic evidence and the testimony provided, I accept that the scratches are clearly visible and go beyond ordinary wear and tear and therefore I find that the tenant is responsible for its repair. According to industry standards, the expected lifespan of interior paint is approximately ten years. Therefore, I find that the tenant is responsible for 70% of the painting cost due to depreciation.

73. The landlord testified that he completed the repair work himself and stated that he spent around 12 hours to finish plastering and painting one wall in the kitchen. Based on the scope of the repairs and the landlord's estimate of spending a couple of days to complete the work, I find it reasonable to award 5 hours of self-labor to plaster and paint one wall. According to the Policy 9-3, *where the landlord carried out repair work themselves, for each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00*, totaling \$120.00.

74. Based on the research conducted (www.homedepot.ca), the average cost of plaster is around \$15.00 and the cost of a gallon of paint is around \$50.00. Given that the tenant is responsible for 70% of the cost of labour and materials, the costs will be as follows:

- \$35.00 for paint;
- \$10.50 for plaster;
- \$84.00 for self labour.

75. The landlord's claim succeeds in the amount of \$129.50.

#7: Cleaning \$300.00

76. The landlord is seeking \$300.00 compensation for the cleaning. He testified that, after the tenant vacated, they found cat's fur was left everywhere, mold was found under the fridge, bathroom needed to be scrubbed, dust covered the walls and due to the water damage throughout the apartment, floors needed to be cleaned. The landlord stated that his wife spent around 8 hours to finish the cleaning. The landlord testified that the amount of \$300.00 includes cleaning materials, such as bleach, Mr. Clean, sprays, pads and other supplies to complete the job. The landlord submitted photographic evidence to support their claim. The tenant's representative disputed the landlord's claim. She agrees only that the side of the stove was missed but otherwise insists that the entire apartment was thoroughly cleaned before her departure. She has submitted photographs to demonstrate the condition of the unit before the termination of the tenancy.

77. I accept both the landlord's and the tenant's representative's testimonies and photographic evidence. However, as their accounts are contradictory, I acknowledge that the parties appear to have applied different standards of cleanliness.

78. As previously determined in paragraph 53 of this decision, the tenant is responsible for the water leakage. I therefore find that the tenant is responsible for the cleaning required as a result of the water leakage. It has been already established that the water leakage occurred in the laundry room and spread to hallway. Additionally, the tenant's representative did not dispute that the side of the stove had been missed during the cleaning. As the landlord has not submitted sufficient evidence of other areas in the unit that required cleaning, I find that cleaning of the laundry room and hallway floors and the side of the stove would reasonably require 2 hours of self labour. According to the Policy 9-3, *where the landlord carried out repair work themselves, for each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00*, totaling \$48.00. I also accept that the cleaning supplies were required to complete the task. As the landlord has not submitted a receipt for the cleaning supplies, I find that a nominal amount of \$50.00 is appropriate to award for those costs.

79. The landlord's claim for cleaning succeeds in the amount of \$98.00.

#8: Lost wages \$1000.00

80. The landlord is also seeking \$1,000.00 for lost wages. He testified that he spent two days removing the floor and cleaning, two additional weekdays performing repair work, and two weekends in February cleaning water damage, replacing kitchen and bathroom fixtures, and installing temporary flooring. He stated that he missed several workdays as a result. The tenant disputed the landlord's claim, stating that, after 13 years of tenancy, the landlord's actions appeared more aligned with upgrading the unit rather than repairing specific tenant-caused damage.

81. As previously established in paragraph 53 of this decision, the tenant is not responsible for the replacement of the flooring. Accordingly, the tenant cannot be held responsible for the associated labor. Additionally, the landlord has already been awarded compensation for self-labor related to painting, plaster and cleaning as per paragraphs 62, 75 and 79 of this decision.

82. Therefore, the landlord's claim for \$1,000.00 in lost wages does not succeed.

Decision

83. The landlord's claim for compensations for damages succeeds in the amount of \$358.20.

Issue # 2: Security deposit to be applied against any monies owed \$425.00

Analysis

84. 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).

85. The landlord's claim for losses has been successful as per paragraph 83 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 2013-2023 was 0%, and the annual interest in 2024-2025 is 1%.

Decision

86. Security deposit plus interest of \$481.88 shall be applied against monies owed.

Summary of Decision

87. The landlord shall retain \$358.20 from the Security Deposit to cover damage expenses.

July 23, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office