

Residential Tenancies Tribunal

Application 2025-0341-NL & 2025-0481-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 23-July-2025 at 9:02 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who also attended via teleconference.

Preliminary Matters

4. The landlord acknowledged that they were properly served. The tenants waived their right to service.

Issues before the Tribunal

5. Should the landlord's claim 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: Damages

8. The landlord claims \$3550.00 in compensation for damages, divided amongst seven items. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a 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 wherever reasonably possible.

9. In terms of demonstrating the cost of replacement or repair, the landlord has failed to meet their onus. For instance, they named a price of \$1000.00 for the replacement of the front door. When I questioned them on how they reached this number, they asserted that the basic price of a door is "six hundred and something dollars," and then implied the cost of labour would make up the rest. Similarly, when asked why \$600.00 the appropriate amount for the restoration of damage was alleged to be done to kitchen cabinets, they said that the "base cabinet is four hundred and something dollars," and that the remaining \$200.00 was for the cost of labour.
10. It's not sufficient for a party claiming damages to suggest a ballpark figure. Documentary evidence should be provided showing the cost of materials, ideally in the form of receipts. Where a contractor has already been employed, a receipt or invoice should be provided. Where a contractor will be employed, a quote is appropriate. Where the labour will be done by the landlord themselves, they must be able to provide the amount of time spent on each task.
11. The landlord has failed to provide sufficient evidence to establish their claim for damages and it therefore fails.

Issue 2: Security Deposit

12. As the landlord's claim has failed, the security deposit must be returned to the tenants. In the present case the security deposit was \$1125 received on or about September 2023.
13. 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 an interest rate of 0% for the year 2023 and a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$17.57.


Decision

14. The landlord's claim for damages fails.
15. The security deposit and interest, valued at \$1142.57, shall be returned to the tenant.

Summary of Decision

16. The landlord shall pay to the tenants the \$1142.57 security deposit.

21-August-2025
Date


Seren Cahill
Residential Tenancies Office