

Residential Tenancies Tribunal

Application 2025-0372-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 1:46 p.m. on 28-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondents, [REDACTED] was speaking on behalf of [REDACTED], hereinafter referred to as "the tenants" attended via teleconference.

Preliminary Matters

4. The landlord submitted an affidavit with their application stating that they had served the tenants with the notice of the hearing electronically on 10-May-2025 (LL#1). The tenant acknowledged 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.
5. There was a written fixed-term rental agreement which commenced on 1-April-2024 until 31-March-2025, however the tenants moved out on 5-October-2024. Rent was \$1400.00 per month, due on the 1st of each month. A security deposit of \$700.00 was collected on 17-March-2024 and is still in landlord's possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Compensation paid for damages \$3185.24;
 - Other expenses \$10142.11;
 - Security Deposit to be applied against any monies owed \$700.00.

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*.
8. 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, and following section the *Residential Tenancies Act, 2018*: Section 14: Security Deposit.

Issue # 1: Compensation for Damages \$3185.24.

Relevant Submission:

9. According to the landlord, the rental unit was damaged during the tenancy, and they are seeking compensation. The landlord provided photographic evidence to show the condition of the unit (LL#2) and receipts to demonstrate the amounts spent to restore the unit to a rentable condition (LL#3). The landlord submitted a damages ledger to support their claim, see copy below:

Expense Detail	Date	Supplier	Repair description	Amount including GST/HST
Baseboard heater - 500w 3.78litre high traffic floor finish, bucket	16-Oct-24	Home Depot	Repair scratched baseboard heater and purchase odor-lock sealant for subfloor in downstairs right hand side bedroom.	93.955
Paint brushes, rollers, cleaning supplies	04-Oct-24	Dollarama	Supplies for painting of 2 rooms and clean-up of the entire apartment unit	103.55
LVT flooring , stair nosing	20-Nov-24	Home Depot	Repair/replace 2 flights of soiled stairs and entrance landing, and replace flooring in right hand side downstairs bedroom (portioned at \$206.88 per room)	564.029
Paint and bonding primer	02-Nov-24	Paint Shop	Painting supplies for right hand side downstairs bedroom	151.48
Paint, drywall repair, primer	16-Nov-24	Paint Shop	Painting supplies for living room, to repair stains from double sided tape adhesive on walls and nail	157.2
Curtain brackets	20-Nov-24	Fabricville	Replace missing / damaged curtain brackets in RHS downstairs bedroom and living room.	45.04
DRICORE subfloor, bracing lumber, flex seal sealant	13-Dec-24	Home Depot	Replace subfloor in downstairs right hand side bedroom and subfloor in laundry room as the residual animal odor could not be remediated with industrial cleaning products.	677.83
All purpose Dyrwall compound 17litre, gallon container, wall bracing	29-Dec-24	Home Depot	Repair wall in right hand side downstairs bedroom. The lower 2 feet of two walls needed to be cut away to remediate the residual animal odor that seeped from walls when room was heated above 16 degrees.	79.43
Drywall sheet	29-Dec-24	Kent	Supplies for right hand side downstairs bedroom wall repair	24.7825
Stair Treads	05-Dec-24	Kent	Stair repair for main right hand side entrance	29.98
Floor seam binder, trim brad nails	19-Mar-25	Kent	floor repair and moulding repair	86.91
Pine boards	26-Feb-25	Kent	pine boards for baseboard mouldings in 2 rooms, hallway, stairs, entranceway	140.62
Alex Plus all purpose acrylic latex caulk tubes, 11/16' pine primed quarter round	15-Mar-25	Kent	moulding sealing for baseboard trim and quarter round moulding for stairs	32.71
sink stopper , garbage step-open can	08-Mar-25	Canadian Tire	replace missing garbage can and sink stopper	28.72
White range	20-Jan-25	Atlantic Home Furnishing	replace damaged stove, since green plastic residue substance could not be removed	969
			TOTAL REPAIR EXPENSE	3,185.24

10. The tenant has agreed to be responsible for the cost of nearly all items listed in the landlord's ledger, with the exception of two specific items: the baseboard heater replacement and oven replacement.

#1: Baseboard heater, high traffic floor finish, bucket \$93.95

Landlord's Position:

11. The landlord initially sought reimbursement for baseboard heater, high traffic floor finish and a bucket, totaling to \$93.95. However, the claim for the baseboard heater, valued at \$59.95 has since been withdrawn by the landlord.

Tenant's Position:

12. The tenant did not dispute responsibility for the remaining costs.

#2 #14 Paint supplies, cleaning supplies, flooring, stair nosing, paints and primers, curtain brackets, subfloor, wall bracing, drywall sheet, stair threads, floor seam blinder, nails, boards, caulking tubes, sink stopper, garbage can

Landlord's Position:

13. The landlord stated that the unit was left in very poor condition, with significant damage caused by the tenants and tenant's pets. She explained that the unit was saturated with urine, creating a strong and unpleasant odor. As a result, the subfloor had to be removed and replaced. According to the landlord, the walls had to be repainted, as the tenants painted them with one coat of paint and did not do a proper job, leaving visible streaks and paint marks on the ceiling. The landlord stated that sections of drywall had to be cut and replaced due to the urine damage. Extensive cleaning and labor were required to restore the unit. The landlord submitted the receipts for the materials used in this process.

Tenant's Position:

14. The tenant did not dispute responsibility for the damages to the unit or for the cost of materials and expressed a willingness to cover the full amount of the related expenses.

#15. White range \$969.00:

Landlord's Position:

15. The landlord is seeking \$969.00 for the replacement of the damaged stove. The landlord stated that the stove was damaged during the tenancy with something green inside the oven requiring its replacement. The landlord provided videographic evidence to support their claim (LL#4).

Tenant's Position:

16. The tenant admitted that no green substance was there in the oven at the beginning of the tenancy. However, noted that he believes the presence of this substance alone does not justify the replacement of the entire stove, as it was working well.

Analysis

17. 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: Baseboard heater, high traffic floor finish, bucket \$93.95

18. The landlord initially sought reimbursement for baseboard heater, high traffic floor finish and a bucket, totaling to \$93.95. However, the claim for the baseboard heater, valued at \$59.95 has since been withdrawn by the landlord. The tenant did not dispute responsibility for the remaining costs.

19. Based on the evidence presented, I find that the landlord has demonstrated that damage occurred to the unit during the tenancy and also submitted a receipt to support their claim.

As the tenant did not dispute responsibility for damages and those costs, and given that \$59.95 has already been addressed, I find the tenant responsible for the remaining \$34.00.

#2-#14 Paint supplies, cleaning supplies, flooring, stair nosing, paints and primers, curtain brackets, subfloor, wall bracing, drywall sheet, stair threads, floor seam blinder, nails, boards, caulking tubes, sink stopper, garbage can

20. The landlord stated that the unit was left in very poor condition, with significant damage caused by the tenants and tenant's pets. She explained that the unit was saturated with urine, creating a strong and unpleasant odor. As a result, the subfloor had to be removed and replaced. According to the landlord, the walls had to be repainted, as the tenants painted them with one coat of paint and did not do a proper job, leaving visible streaks and paint marks on the ceiling. The landlord stated that sections of drywall had to be cut and replaced due to the urine damage. Extensive cleaning and labor were required to restore the unit. The landlord submitted the receipts for the materials used in this process. The tenant did not dispute responsibility for the damages to the unit or for the cost of materials and expressed a willingness to cover the full amount of the related expenses.
21. I accept both the landlord's and the tenant's testimonies. I find that the landlord has fulfilled their obligation to demonstrate that the damage occurred to the unit during the tenancy and has provided sufficient evidence, including photographs and receipts, to support the cost of repairs. The tenant did not dispute responsibility for the damages and expressed a willingness to reimburse the landlord for the associated expenses.
22. As the landlord has substantiated the value of materials required to restore the unit, and the tenant has acknowledged responsibility, I find the tenant responsible for the full amount of \$2122.27.

#15. White range \$969.00:

23. The landlord is seeking \$969.00 for the replacement of the damaged stove. The landlord stated that the stove was damaged during the tenancy with something green inside the oven requiring its replacement. The tenant admitted that no green substance was there in the oven at the beginning of the tenancy. However, noted that he believes the presence of this substance alone does not justify the replacement of the entire stove, as it was working well.
24. I asked the landlord the age of the stove and she testified that the stove was old, older than 5 years, however it was working properly. While it's evident that the damage to the stove occurred during the tenancy, I find that the extent of the damage does not appear to warrants a full replacement. Especially considering the stove's age, which the tenant confirmed is over 5 years. For these reasons, I find that a nominal award of \$50.00 to the landlord is reasonable.

Decision

25. The landlord's claim for compensations for damages succeeds in the amount of \$2206.27.

Issue # 2: Other expenses \$10142.11.

Relevant Submission:

26. The landlord submitted a ledger to show the other expenses, see copy below:

Lost rental income during repair duration	Oct 2024 to March 2025 inclusive	6 months lost rental income @ \$1400 per month	8,400.00
Electricity costs paid during repair time	Oct 2024 to March 2025	6 months electrical costs	1,742.11
TOTAL RENTAL LOSS & UTILITIES EXPENSE			10,142.11

Landlord's Position:

27. The landlord is also seeking compensation paid for a loss of rental income due to the length of time required to complete the repairs. The landlord explained that the extent of damages and amount of self-labor involved necessitated a prolonged restoration period. As the work was completed by the landlord themselves, the repairs took approximately six months to complete. As a result, the landlord is seeking compensations for six months of lost rental income, during which the unit remained vacant. In addition, the landlord is requesting that the tenant be held responsible for utility costs incurred during this time. To support their claim, the landlord submitted copies of the utility bills from NL Power for the period in question (LL#5).

Tenant's Position:

28. The tenant disputed landlord's claim and stated that 6 months is not a reasonable timeframe to perform the renovations. The tenant stated that he is willing to pay for 2 months of rent and 2 months of utilities as he feels responsibility for the landlord's lost rental income.

Analysis

29. The tenant and the landlord have mutually agreed upon the 2 months rent and 2 months electricity costs as reimbursement. I accept that this timeframe is reasonable given the extent of damage and the fact that the landlord performed all the necessary cleaning and labor themselves.

30. Therefore, I find that the landlord's claim succeeds in the amount of \$3155.73 representing two months' rent and two months of utilities as supported by copies of NL Power bills.

Decision

31. The landlord's claim for compensations for other expenses succeeds in the amount of \$3155.73.

Issue # 3: Security deposit to be applied against any monies owed \$700.00
Analysis

32. 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).

33. The landlord's claim for losses has been partially successful as per paragraphs 25 and 31 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 annual interest in 2024-2025 is 1%.

Decision

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

Summary of Decision

35. The tenants shall pay the landlord \$4653.59 as follows:

Compensation for damages	\$2206.27
Other expenses	\$3155.73
Less Security Deposit & interest	\$708.41
Total	\$4653.59

June 5, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office