

## Residential Tenancies Tribunal

Application 2025-0401-NL & 2025-0740-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:19 a.m. on 18-September-2025.
2. The applicants, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

### Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically by email to; [REDACTED] on 25-July-2025 (TT#1). The landlord confirmed receipt of the document on that date. The landlord countered the claim and submitted an affidavit with his application stating that he had served tenant 1 with the notice of hearing electronically by email to; [REDACTED] on 5-September-2025 (LL#1). Tenant 1 confirmed receipt of the document on that date and tenant 2 waived service. In accordance with the *Residential Tenancies Act 2018*, this is allowable and as such good service.
5. There was a fixed term rental agreement that commenced on 1-November-2024. The tenants vacated the unit on 28-April-2025. Rent was \$1850.00 per month, due on the first day of each month. A security deposit of \$1385.00 was paid on 31-October-2024 and is in the landlord’s possession.
6. Tenant 2 has been added to the landlord’s application as a respondent.

### Issues before the Tribunal

7. The tenants are seeking:
  - Refund of security deposit \$1385.00
8. The landlord is seeking:
  - Compensation paid for damages \$2760.00
  - Hearing expenses \$20.00
  - Security deposit to be applied against monies owed \$1385.00

### 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 is the following section of the *Residential Tenancies Act, 2018*: Section 14; Security Deposit. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*, Section 9-3: Claims for damage to rental premises, Section 9-5: Depreciation and life expectancy of property and Section 12-1: Recovery of costs.

### Issue # 1: Compensation paid for Damages \$2760.00

#### Relevant Submission

11. The landlord testified that there were damages to the unit which needed to be repaired / replaced, and he is seeking \$2760.00 to cover the cost. The landlord submitted a copy of a damages ledger to support the claim (LL#2). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
E.g.	3cm x 3cm hole in bathroom wall	\$ 75.00
1	5x5 hole in hallway wall	\$ 300
2	Repaint gouged front door (new install	\$ 700
3	before tenant moved in)	
4	32" scratches in hardwood flooring	\$ 600
5	4x4 hole in basement wall	\$ 300
6	plaster 2x4 gouge in drywall	<del>\$ 300</del>
7	paint/plaster damaged pillar & other	\$ 100
8	walls.	
9	sand & repaint wall 10x10 from	\$ 400
10	damage due to food residue/waste.	

#### Landlord's and Tenant's Positions

12. The landlord testified the unit was fully renovated prior to the commencement of the tenancy, which cost \$30,000, and he stated that all the damages to the unit occurred during the tenancy. The tenants disputed the landlord's claims. The landlord's and the tenant's positions on each item is as follows:

**Item # 1: Hole in wall (\$300.00)** – The landlord testified that there was a hole in the hallway wall in the entrance way of the unit located behind the door and he stated that the hole is approximately 5 x 5 inches in size, and he is seeking \$300.00 to cover the cost of labor and materials to repair the wall. The landlord submitted a photograph of the hole in the wall (LL#3) and a quote from his contractor ( ) to support the claim (LL#4). The tenants disputed that there was a hole in the wall in the hallway and tenant 1 testified that he was never aware of any hole until he received a photograph from the landlord after the tenancy ended.

**Item # 2: Paint exterior door (\$700.00)** – The landlord testified that there were gauges and scratches in the front door which needed to be buffed and painted, and he is seeking

\$700.00 to cover the cost of labor and materials to have the door repaired properly. The landlord submitted photographs of the damages to the door (LL#5) and a quote from his contractor ( ) to support the claim (LL#4). The tenants disputed that there was any damage to the front door and tenant 1 stated that the door was difficult to open and close correctly and they had to force the door sometimes.

**Item # 3: Repair hardwood flooring (\$600.00)** – The landlord testified that a portion of the hardwood flooring in the hallway from the kitchen to the living room was destroyed with deep scratches that were not present at the commencement of the tenancy, and he is seeking \$600.00 to cover the cost of labor and materials to have the flooring repaired. The landlord testified that the scratches had fresh wood shavings in them when he took possession of the unit which he states shows that the damage could have occurred while the tenants were moving their belongings out of the unit. The landlord submitted a photograph of the damage to the flooring (LL#6) and a quote from his contractor ( ) to support the claim (LL#4). The tenants disputed scratching the floor at any point during the tenancy and tenant 1 testified that the flooring was old and in poor condition.

**Item # 4: Hole in basement wall (\$300.00)** – The landlord testified that there was a hole in the basement closet wall approximately 4 x 4 inches in size and he is seeking \$300.00 to cover the cost of labor and materials to repair the wall. The landlord submitted a photograph of the hole in the closet wall (LL#7) and a quote from his contractor ( ) to support the claim (LL#4). The tenants disputed causing any damage to the basement closet wall and disputed ever seeing the hole.

**Item # 5: Plaster and paint (\$500.00)** - The landlord testified that the walls required repair work and painting as there was a 2 x 4-inch gouge in the drywall of one wall, a damaged pillar and food residue stuck to a wall in the hallway which required sanding and painting. The landlord is seeking a total of \$500.00 for labor and materials to complete the work. The landlord submitted a photograph of the damage to the walls (LL#8) and a quote from his contractor ( ) to support the claim (LL#4). The tenants disputed all claims regarding damages to walls.

## Analysis

13. In accordance with *Residential Tenancies policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage;*
- *The value to repair or replace the damaged item(s)*

14. I accept the landlord's testimony that the unit was newly renovated prior to the tenancy in 2024, and in accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damages exist, and he was able to show that the tenants were negligent in causing the damage. The landlord was also able to show the cost of labor and materials to have the work completed. The only question is how much depreciation should come into play when awarding compensation for the damages. I do not accept the tenants' testimony that they were unaware of any of the damages to the unit. It seems unlikely that the tenants were entirely unaware of the damages, which raises some questions about the reliability of their testimony. Each item is analyzed as follows:

**Item # 1: Hole in wall (\$300.00)** – I asked the landlord if there was a doorstop behind the door, and he responded that there was, and he stated that it appears that the door would had to have been pushed extremely hard for the knob to go through the wall. Section 9-5 of the *Policy*: Depreciation and life expectancy of property should be taken into consideration when awarding compensation for damages, and I find as the landlord is only seeking the cost to repair the hole and not the entire wall, then depreciation shall not be considered. I find that the tenants are responsible for the cost of materials and labor to repair the hole in the hallway wall in the amount of \$300.00.

**Item # 2: Paint garage door (\$700.00)** – Based on the exhibits entered into evidence, I see some marks and light scratches on the door, and I asked the landlord the age of the door and he responded that it was installed new in 2024. I asked the landlord if the scratches could have been easily buffed out and he responded no and added that the door needed to be taken of hinges and professionally buffed and then painted once it was repaired. I accept the photographs of the door which show that the door was never painted to begin with, however research shows that once the buffing process begins, the door would need to be painted as the metal door would have faded spots in the areas where the damage exists.

Section 9-5 of the *Policy*: Depreciation and life expectancy of property shows that metal exterior doors last a lifetime. I find the landlord had no choice but to have the door painted once the damage was buffed and for that reason, I find that the tenants are responsible for the cost to repair the damage and paint the exterior door. The landlord was able to show the cost to have the work completed and as such, I find that the tenants are responsible for the cost to repair and paint the door in the amount of \$700.00.

**Item # 3: Repair hardwood flooring (\$600.00)** – Based on the landlord's testimony and the exhibit entered into evidence, I accept that the tenants caused damage to the hardwood floor sometime close to the end of the tenancy. I did not ask the landlord the age of the hardwood flooring as hardwood can last a lifetime. I accept the tenant's testimony that the flooring was old and in poor condition, however that does not change the fact that the tenants damaged a portion of the flooring during the tenancy. I asked the landlord the size of the area damaged, and he responded that it was approximately 32 inches long. The landlord was able to show the cost to repair the flooring and as such, I find that the tenants are responsible for the cost to repair the hardware floor in the amount of \$600.00.

**Item # 4: Hole in basement wall (\$300.00)** – Based on the exhibit entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that the damage exists, and he was able to show that the tenants were negligent in causing the damage. Section 9-5 of the *Policy*: Depreciation and life expectancy of property should be taken into consideration when awarding compensation for damages, however as the landlord is only seeking the cost to repair the hole and not the entire wall, depreciation shall not be considered. I accept that the materials to fix the hole in the hallway as per item # 1 above, could be shared / used to fix the hole in the basement closet. I do not accept that it would cost \$300.00 to repair a second hole when product such as gyproc and plaster has already been awarded. For this reason, I find that the tenants are responsible for the cost to repair the hole in the basement closet in the amount of \$150.00.

**Item # 5: Plaster and paint (\$500.00)** - Based on the exhibits entered into evidence, and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlord was able to show that the damages exists and that the tenants were negligent in causing the damages. Section 9-5 of the *Policy*: Depreciation and life

expectancy of property shows that interior paint has a 15-year span and as the paint was only 1 year old, there is approximately 93% of the paint's life cycle remaining. I find that the tenants are responsible for the cost to plaster and paint the walls in the amount of \$465.00 (\$500 x 93%).

### **Decision**

15. The landlord's claim for compensation paid for damages succeeds in the amount of \$2215.00.

### **Issue # 3: Hearing expenses \$20.00**

#### **Analysis**

16. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#9). In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

### **Decision**

17. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

### **Issue # 3: Refund of Security Deposit Security Deposit to be applied against monies owed**

#### **Analysis**

18. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

#### **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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

19. The landlord's claim for losses has been partially successful as per paragraphs 15 and 17 above, 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 rate for 2024-2025 is 1%.

### Decision

20. The tenant's claim for a refund of the security deposit does not succeed.

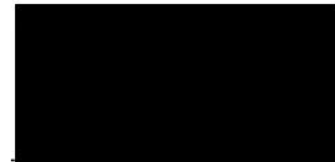
21. The landlord's claim to have the security deposit applied against monies owed succeeds.

### Summary of Decision

22. The tenants shall pay the landlord \$817.75 as follows:

Compensation paid for damages .	\$2215.00
Less: security deposit & interest ....	1397.25
Total .....	\$817.75

October 22, 2025  
Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office