

## Residential Tenancies Tribunal

Application 2025-0414-NL  
Counter-application 2025-0511-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 2:11 p.m. on 17-July-2025.
2. The applicants, [REDACTED], [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended by teleconference.
3. The respondent and counter applicant, [REDACTED], hereinafter referred to as “the landlord” attended via teleconference.

### Preliminary Matters

4. The tenants stated that they had served the landlord with the notice of the hearing electronically via email on 10-July-2025 and submitted a proof of sent email (TT#1). The landlord confirmed receiving notice of the hearing on that date and waived the service. In accordance with the *Residential Tenancies Act, 2018* I proceeded with the tenants’ application.
5. The landlord submitted an affidavit with their application stating that they had served the tenants with the notice of the hearing electronically via emails and text on 20-June-2025 (LL#1). The tenants confirmed 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.
6. There was a written fixed-term rental agreement which commenced in October-2021 for one year and then transitioned into a month-to-month relationship. Rent was \$1425.00 per month due on the 1<sup>st</sup> of each month. The tenants moved out on 30-April-2025. A security deposit of \$650.00 was collected October-2021 and is still in the landlord’s possession.

### Issues before the Tribunal

7. The tenants are seeking:
  - Refund of Security Deposit \$650.00.
8. The landlord is seeking:
  - Compensation paid for damages \$650.00;
  - Security deposit to be applied against any monies owed \$650.00.

## 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 are the following sections of the *Residential Tenancies Policy*, Section 9-3: Compensations for Damages to Rental Premises, Section 12-1: Costs, and following section of the *Residential Tenancies Act, 2018*, Section 14: Security Deposit.

### Issue # 1: Compensation for Damages \$650.00.

#### Relevant submission

11. The landlord is seeking compensation paid for the damages as per their damage's ledger, see copy below:

1	Fee - Dispute Resolution Form.	(20.00)
2	Cleaning the house, stove, and painted	
3	walls, cleaned and washed ceilings	335.00.
4	Windows broke (lock broken).	95.00.
5	Range hood unable to clean.	150.00.
6	Moulding on house	50.00.
7		

#### #1 Cleaning \$355.00

##### Landlord's Position

12. The landlord is seeking compensation for cleaning, stating that the stove, cupboards, some areas of the floor, ceilings, and walls required cleaning after the tenants vacated. She further testified that certain areas were rotten and moldy and that she, along with friends, spent approximately 20 hours cleaning the unit. The landlord stated that the amount seeking includes costs spent for cleaning supplies.

##### Tenant's Position

13. The tenants disputed the landlord's claim, stating that they spent approximately 15 hours cleaning the unit prior to vacating. They acknowledged that the stove was not cleaned, as they forgot, but maintained that all other areas—except corners with dampness and visible mold—were thoroughly cleaned. The tenants also stated they offered the landlord to return to clean the stove, which the landlord declined. They asserted that the cupboards, heaters, and floors were cleaned and explained that they did not feel safe cleaning mold-affected areas, which cited by the landlord were in the same condition as when they moved in.

#### #2 Broken window \$95.00

##### Landlord's Position

14. The landlord is seeking \$95.00 for the replacement of broken components on two separate windows. She stated that one window had a broken line, and another window had missing connecting hook, which could not engage properly to open the window. The landlord also

noted that one handle was missing and needed replacement. The landlord explained that amount claimed includes the cost of replacement parts and labor.

#### Tenant's Position

15. The tenants disputed the landlord's claim. They testified that the window with the broken line was already in that condition at the start of the tenancy, although it remained functional. Regarding the second window, they stated that the handle worked properly throughout the tenancy and denied causing any damage.

#### #3 Range hood replacement \$150.00

#### Landlord's Position

16. The landlord is seeking \$150.00 for the replacement of the range hood, stating that it was excessively greasy and could not be cleaned. She testified that it had to be discarded and that although the replacement cost is estimated at \$150.00, the actual cost may exceed \$200.00.

#### Tenant's Position

17. The tenants disputed the landlord's claim, arguing that the range hood could have been cleaned rather than replaced. They also stated that the fan was located underneath the cabinet, was not functioning properly, and did not appear to work properly during their tenancy. They denied responsibility for any damage.

#### #4 Molding on the house \$50.00

#### Landlord's Position

18. The landlord is seeking \$50.00 for the replacement of a piece of molding on the exterior of the house. She stated that one piece of molding near the side door was cracked and sticking out, and that the damage may have been caused by a tenant's food truck that was parked in the driveway. However, she acknowledged that she does not know exactly what caused the damage. She testified that the molding needed to be replaced. The amount claimed is based on an estimate.

#### Tenant's Position

19. The tenants disputed the landlord's claim. They stated that they were unaware of any damage to the molding and had not noticed that a piece was sticking out until the landlord pointed it out. They denied causing any damage to the molding and suggested that it may have happened due to natural causes, such as winter storms and heavy wind during last winter, which could have affected the exterior of the house. They maintained that they are not responsible for the damage.

#### #5 Hearing fee \$20.00

20. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim (LL#2).

### **Analysis**

21. 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).*

22. The landlord stated that they submitted evidence to the tribunal to support their claim on the same date as the hearing. However, in accordance with the legislation, evidence must be submitted to both the tribunal and the respondents at least three days prior to the hearing. As the tenants confirmed that they never received any evidence from the landlord, this evidence shall not be considered in this decision.

#### #1 Cleaning \$355.00

23. The landlord is seeking compensation for cleaning, stating that the stove, cupboards, some areas of the floor, ceilings, and walls required cleaning after the tenants vacated. She further testified that certain areas were rotten and moldy and that she, along with friends, spent approximately 20 hours cleaning the unit. The landlord stated that the amount seeking includes costs spent for cleaning supplies.

24. The tenants disputed the landlord's claim, stating that they spent approximately 15 hours cleaning the unit prior to vacating. They acknowledged that the stove was not cleaned, as they forgot, but maintained that all other areas—except corners with dampness and visible mold—were thoroughly cleaned. The tenants also stated they offered the landlord to return to clean the stove, which the landlord declined. They asserted that the cupboards, heaters, and floors were cleaned and explained that they did not feel safe cleaning mold-affected areas, which cited by the landlord were in the same condition as when they moved in.

25. I accept the testimony of both the landlord's and the tenants. However, as the tenants disputed the landlord's claim, the onus was on the landlord to prove that the unit was left in unclean condition and required additional cleaning. Therefore, I find that the landlord has not sufficiently demonstrated that the entire unit required cleaning. Given the tenants' admission that the stove was not cleaned, and in the absence of compelling evidence to support the remainder of the landlord's claim, I find it reasonable to award compensation for cleaning of the stove only.

26. I accept that the time required to clean the stove would approximately take two hours. According to the Section 9-5 of the Policy, *where a landlord carried out any of the repair work themselves, they may make a claim for costs of personal labour. For each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00.* Therefore, compensation for self-labor is calculated at minimum wage of \$16.00 plus \$8.00 per hour.

27. The landlord's claim for cleaning succeeds in the amount of \$58.00.

#### #2 Broken window \$95.00

28. The landlord is seeking \$95.00 for the replacement of broken components on two separate windows. She stated that one window had a broken line, and another window had missing connecting hook, which could not engage properly to open the window. The landlord also noted that one handle was missing and needed replacement. The landlord explained that amount claimed includes the cost of replacement parts and labor.

29. The tenants disputed the landlord's claim. They testified that the window with the broken line was already in that condition at the start of the tenancy, although it remained functional. Regarding the second window, they stated that the handle worked properly throughout the tenancy and denied causing any damage.
30. As the landlord bears the burden of proof to show that the damage occurred during the tenancy due to the tenants' negligence or willful actions, and in light of the tenants' direct dispute of the claim, I find that the landlord has not provided sufficient evidence to support their claim.
31. The landlord's claim for \$95.00 in compensation for the window repairs does not succeed.

#### #3 Range hood replacement \$150.00

32. The landlord is seeking \$150.00 for the replacement of the range hood, stating that it was excessively greasy and could not be cleaned. She testified that it had to be discarded and that although the replacement cost is estimated at \$150.00, the actual cost may exceed \$200.00.
33. The tenants disputed the landlord's claim, arguing that the range hood could have been cleaned rather than replaced. They also stated that the fan was located underneath the cabinet, was not functioning properly, and did not appear to work properly during their tenancy. They denied responsibility for any damage.
34. As the burden of proof is on the landlord to establish that the damage to the range hood occurred during the tenancy due to the tenants' actions or neglect, and that replacement was necessary rather than cleaning, I find that the landlord has not provided sufficient evidence to show the extent of the damage to support the assertion that the appliance could not be cleaned or repaired to support this claim.
35. Given the tenants' direct dispute and the lack of compelling evidence from the landlord, I find that the landlord's claim for the replacement of the range hood does not succeed.

#### #4 Molding on the house \$50.00

36. The landlord is seeking \$50.00 for the replacement of a piece of molding on the exterior of the house. She stated that one piece of molding near the side door was cracked and sticking out, and that the damage may have been caused by a tenant's food truck that was parked in the driveway. However, she acknowledged that she does not know exactly what caused the damage. She testified that the molding needed to be replaced. The amount claimed is based on an estimate.
37. The tenants disputed the landlord's claim. They stated that they were unaware of any damage to the molding and had not noticed that a piece was sticking out until the landlord pointed it out. They denied causing any damage to the molding and suggested that it may have happened due to natural causes, such as winter storms and heavy wind during last winter, which could have affected the exterior of the house. They maintained that they are not responsible for the damage.
38. I accept the testimony of both parties; however, I find the accounts to be contradictory. I accept that the tenants denied knowledge of the damage and reasonably suggested that weather conditions may have contributed to the issue. As the onus was on the landlord to

demonstrate that the damage to the molding was caused by the tenants through negligence or willful actions, I find that the landlord failed to provide sufficient evidence to support their claim.

39. Accordingly, the landlord's claim for the replacement of the molding does not succeed.

#### #5 Hearing fee \$20.00

40. The landlord paid \$20.00 for the application fee and is seeking reimbursement. The landlord submitted a copy of the receipt to support the claim.

41. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the landlord's claim was partially successful as per paragraph 26, the general claimable costs may include filing fee. The landlord will be awarded \$20.00 to cover hearing expenses.

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

#### **Decision**

43. The landlord's claim for compensations for damages succeeds in the amount of \$78.00.

#### **Issue # 2: Refund of Security Deposit \$650.00.**

##### **Security deposit to be applied against any monies owed \$650.00**

#### **Analysis**

44. 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).

45. The landlord's claim for losses has been successful as per paragraph 43 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 for 2021-2023 was 0%, the annual interest in 2024-2025 is 1%.

**Decision**

46. Security deposit plus interest of \$660.04 shall be applied against monies owed.

**Summary of Decision**

47. The landlord shall retain \$78.00 from security deposit to cover the costs of the damages.

48. The landlord shall refund remaining balance of security deposit of \$ 582.04 to the tenants.

July 25, 2025  
Date

A large black rectangular redaction box covers the signature area. A small blue mark is visible at the bottom left corner of the redaction.

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office