

## **Residential Tenancies Tribunal**

Application 2025-0440-NL  
Counter application 2025-0547-NL

Oksana Tkachuk  
Adjudicator

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### **Introduction**

1. Hearing was called at 9:02 a.m. on 25-August-2025 and a follow-up hearing was heard on 12-September-2025 at 9:00 a.m.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants", attended by teleconference.
3. The respondents and counter applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the landlords" were represented by [REDACTED], who attended by teleconference.

### **Preliminary Matters**

4. The tenants submitted affidavit with their application stating that they had served the landlords with the notice of hearing electronically via e-mail to [REDACTED] on 12-August-2025 (TT#1). The landlord confirmed that both landlords were properly served with the notice of the hearing on that date. In accordance with the Residential Tenancies Act, 2018 this is good service.
5. The landlords submitted two affidavits with their application stating that they had served the tenants with the notice of hearing electronically via e-mails to [REDACTED] [REDACTED] on 10-July-2025 (LL#1,2). The tenants testified that they received 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 fixed-term rental agreement which commenced on 1-May-2024 for one year until 30-April-2025. The tenants vacated on 30-April-2025. Rent was \$1350.00 per month due on 1<sup>st</sup> of each month. A security deposit of \$900.00 was collected on 1-April-2024 and is still in the landlord's possession.
7. The disposition of the Security Deposit will be dealt in this decision.

### **Issues before the Tribunal**

8. The tenants are seeking:

- Refund of Security Deposit \$900.00;
- Compensation for the inconvenience \$1700.00

9. The landlords are seeking:

- Compensation paid for damages \$2157.38;

## **Legislation and Policy**

10. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

11. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit, Section 18: Notice of termination of rental agreement, and following sections of the *Residential Tenancies Policy*, Section 9-3: Compensation for Damages to Rental Premises and Section 12-1: Costs.

### **Issue # 1: Compensation paid for inconvenience \$1700.00**

#### Tenants' Position:

12. The tenants stated that they are seeking compensation in the amount of \$1750.00 for inconvenience caused by the stove not working properly during their tenancy. They testified that from the beginning of the tenancy one of the burners on the stove was not functioning, and in February-2025 two additional burners stopped working properly, which left them unable to cook their meals. The tenants stated that, as a family from abroad, they usually prepare their traditional meals, which require at least three working burners. Because this was not possible, they were forced to order food outside of the home. They stated that this caused them to incur expenses for more than 30 days of ordering meals, at a minimum cost of \$50.00 per day for two people, totaling the \$1750.00 they are seeking. The tenants testified that they informed the landlord on 12-February about the issue, when two burners stopped working. According to the tenants, the landlord told them he would look into it after work. The tenants stated that they believed this meant he would come the same day or the next after work, but later realized that the landlord worked away, and it took him more than a month to attend to the matter. When the landlord eventually attended, he replaced the burners and was later advised by an electrician that it would be better to replace the stove. The landlord replaced the stove the following day. The tenants maintained that during the period before the replacement they were significantly inconvenienced and incurred additional food costs, for which they are seeking compensation.

#### Landlord's Position:

13. The landlord disputed the tenants' claim for compensation. He testified that the tenants never submitted a formal request for repairs within a reasonable time frame. The landlord stated that when the tenants informed him in February that two burners were not functioning, he told them he would address the issue upon returning from work. He explained that he works away on 28-day shifts, and the tenants did not raise any concerns with his proposed time frame or indicate that it was unacceptable to them. The landlord further testified that the tenants never informed him that they were unable to use the stove, that they were ordering food from outside, or that they were incurring additional expenses. He emphasized that the stove was still partially functional, as one burner continued to work, and the oven was also operational. For this reason, he stated that he had no knowledge that the tenants were inconvenienced or that they required compensation. The landlord

also stated that the tenants did not provide any receipts or documentation to support their alleged expenses.

## Analysis

14. I accept both the tenants' and the landlord's testimony that the tenants informed the landlord on 12-February-2025 that the stove was not working properly – specifically three burners. I also accept the tenants' statement that they were inconvenienced, as they typically used at least three burners to prepare their traditional meals each day.
15. However, if tenants are seeking compensation for inconvenience, they are required to support their claim with sufficient evidence. Based on the testimony, I accept that when the tenants informed the landlord that the stove was not working properly, they did not inform him that they would need to order food or that they would incur additional expenses as a result. The tenants did not provide receipts or documentation to substantiate their claimed expenses, nor did they provide a formal request for repairs with a specific or reasonable time frame for the landlord to complete the work. I also accept that they did not indicate that they were dissatisfied with the time frame suggested by the landlord, who testified that he was working away on a 28-day shift. Furthermore, I accept the landlord's testimony that one burner on the stove was still functional, and that the oven continued to work, which led him to believe the tenants were still able to cook. Accordingly, I find that the tenants have failed to provide sufficient evidence to support their claim for compensation. Therefore, their claim is not successful.

## Decision

16. The tenants' claim for the compensation paid for the inconvenience does not succeed.

### Issue # 2: Compensation paid for damages \$2157.38

#### Relevant submission:

17. The landlords are seeking compensation paid for damages as per their damage's ledger, see copy below:

Security Deposit Payed - 01 April 2024		\$900.00
Interest on Security Deposit		\$9.00
	Monies Owed to Tenant:	\$909.00
Rent Owed - May 1 to May 31 2025		\$1,350.00
Notice was given by [REDACTED] on Sunday March 9th 2025. Notice has to be given on or before the day rent is paid, notice comes into effect on April 1st 2025. [REDACTED] was in a fixed term lease requiring 2 months notice as per section 18. Rent is owing for May 2025. Apartment was re-rented as soon as possible (May 9th), with new tenant not able to move into June 1st.		
Utilities Owed - May 1 to May 31 2025		\$100.00
This is an estimate due to not having NLPower bill in hand currently. Will have for hearing.		
Repairs to Property.		
a. Plastering / Filling holes	4hrs	Materials: \$0.00 Labour: \$104.00
b. Prime / Paint / Blend	4hrs	Materials: \$105.16 Labour: \$104.00
c. Paint All Windows	3hrs	Materials: \$48.27 Labour: \$78.00
d. Wash All Curtains	1hrs	Materials: \$0.00 Labour: \$26.00
e. Water Damaged Cabinets	1hrs	Materials: \$0.00 Labour: \$26.00
e. Cleaning of [REDACTED]	4hrs	Materials: \$91.95 Labour: \$104.00
Filing Fees		\$20.00
		Monies Owed to Landlord: \$2,157.38

#1: Rent paid \$1350.00

Landlord's Position:

18. The landlord testified that the tenants notified them on 9-March-2025, of their intention to vacate the premises by the end of April. The landlord submitted a copy of text from tenant to support their claim (LL#3). The landlord stated that the tenants were in a fixed-term lease, which required two months' notice before the end of a fixed term. As such, the landlord is seeking compensation for rent for the month of May.

Tenants' Position:

19. The tenants disputed the landlord's claim, stating that the landlord never informed them that rent would be sought for the month of May. The tenants confirmed that they informed the landlord on 8-March of their intention to vacate by the end of April. The tenants believed that this notice was sufficient notice under the lease and therefore disputed responsibility for May's rent.

#2: Utilities \$114.86

Landlord's Position:

20. The landlord testified that the tenants are responsible for utilities in addition to rent for the month of May. They submitted a Newfoundland Power bill in the amount of \$114.86 as evidence of the tenants' outstanding utility costs (LL#5).

Tenants' Position:

21. The tenants disputed the landlord's claim for utilities.

#3: Plastering / filling holes \$104.00

Landlord's Position:

22. The landlords are seeking compensation in the amount of \$104.00 for four hours of labor, which included two coats of plaster and sanding to repair holes in the walls. They submitted photographic evidence to show the damage and to demonstrate that the work was required and completed. The landlord testified that these damages were not present at the start of the tenancy, as the house had been purchased only a few months prior, and the unit was freshly painted for the first tenancy. The landlord further testified that he submitted a video of the move-in inspection (LL#6) as well as pictures and videos from the move-out inspection (LL#7), which in his view confirm the damages. The landlord also stated that there were signs of white paint applied to some of the damaged areas, which he believes indicates that the tenants attempted to repair the damages themselves.

Tenants' Position:

23. The tenants disputed the landlord's claim. They acknowledged two damages in the living room, one in the kitchen, and some in the washroom where tape had been applied and later removed, which caused some paint to peel. However, they disputed responsibility for the plastering and filling of the holes, arguing that they should not be held liable for the full extent of the work claimed.

#4: Prime / Paint / Blend \$209.16

Landlord's Position:

24. The landlord is seeking \$105.16 for two cans of primer and paint (LL#8), as well as \$104.00 for four hours of labor. He testified that the damaged areas required two coats of primer, two coats of paint, and proper blending to match the existing wall color. The landlord stated that there were no damages to the walls when the tenants moved in, as confirmed by the pre-move-in inspection and videographic evidence he submitted. He testified that all damages occurred during the tenancy. The landlord explained that the unit was not fully repainted but only blended, which he believes saved the tenants money. He confirmed that the house was purchased in March-2024, was freshly painted at that time, and that these tenants were the first occupants. The landlord submitted photographic evidence of the damage.

Tenants' Position:

25. The tenants agreed that the unit was freshly painted when they moved in. However, they disputed responsibility for the landlord's claim regarding priming, painting, and blending.

#5: Paint all windows \$126.27

Landlord's Position:

26. The landlord is seeking \$48.27 (LL#8) for paint materials and \$78.00 for three hours of labor to repaint the windows. He testified that the move-out inspection video shows the windows were heavily dirty and stained. He stated that the work involved cleaning and repainting the vinyl casings and window ledge trims of five interior windows using white paint. The landlord testified that he used his own paintbrushes and is only seeking reimbursement for the paint materials and labor. The landlord submitted photographic evidence to support their claim (LL#8A).

Tenants' Position:

27. The tenants disputed the landlord's claim. They acknowledged that one window in the living room was stained but attributed this to rain and dirt, not tenant damage. They denied responsibility for repainting all the windows.

#6: Wash curtains \$26.00

Landlord's Position:

28. The landlord is seeking \$26.00 for one hour of self-labor to wash five sets of curtains. He testified that it took approximately one hour to remove the curtains from the rods, wash them, and rehang them. The landlord submitted a receipt showing the curtains were purchased prior to this tenancy specifically for the unit (LL#9). He stated that all five sets were heavily stained, dirty, and moldy, requiring cleaning. The landlord stated that dehumidifier was also purchased and provided to the tenants and submitted photographic evidence in support of this claim (LL#10).

Tenants' Position:

29. The tenants disputed the landlord's claim for washing the curtains.

## #7: Water damage cabinets \$26.00

### Landlord's Position:

30. The landlord is seeking compensation for one hour of self-labor to repair damage to the oak cabinets. He testified that there was damage over the sink due to water damage, and part of the cabinet surface came off. He repaired the damage using glue and household materials he already had on hand and therefore is not seeking reimbursement for one hour of self-labor. The landlord stated that the damage was not present at the start of the tenancy and occurred during the tenancy. He submitted photographic evidence from the move-in and move-out inspections to support his claim (LL#11).

### Tenants' Position:

31. The tenants disputed the landlord's claim. They testified that the damage to the cabinets was already present when they moved in. They further stated that in their past tenancies they had never been advised to take pictures of the unit at move-in, which is why they did not document the cabinets' condition. The tenants also disputed that the landlord performed the repairs, stating their belief that the landlord instead replaced the cabinets after they vacated.

## #8: Cleaning \$195.95

### Landlord's Position:

32. The landlord is seeking compensation for cleaning, including both materials of \$91.95 and four hours of self-labor of \$104.00. The landlord submitted receipts for supplies such as Mr. Clean, a bucket, a mop, and microfiber cloths (LL#12). The landlord testified that the entire unit required cleaning, including floors, windows, cupboards (stained with cooking oil), the bathroom tub and closure, the fridge, and even the toilet, which he stated had not been flushed. The landlord submitted photographs from the move-out inspection to support his claim (LL#12).

### Tenants' Position:

33. The tenants disputed the landlord's claim, testifying that they cleaned the unit before vacating. They agreed only that cardboard boxes had been left behind.

## #9: Filing fees \$20.00

### Landlord's Position:

34. The landlord is also seeking reimbursement of the \$20.00 filing fee for the application.

## **Analysis**

35. 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).*

Each item will be analyzed as follows:

**#1: Rent paid \$1350.00**

36. Section 18 of the *Act* states:

***Notice of termination of rental agreement***

***18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises***

***(a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week;***

***(b) not less than one month before the end of a rental period where the residential premises is rented from month to month; and***

***(c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.***

37. I accept the landlord's and the tenants' testimony that the tenants notified the landlords on 8-March of their intention to vacate the unit by the end of April. I also accept that the parties were in a fixed-term rental agreement until 30-April-2025. Therefore, I find that the tenants failed to provide the landlord with the required period of not less than 2 months before the end of the term to terminate their rental agreement, as per Section 18 of the *Act*, as stated above.

38. When I asked the landlord when the unit was re-rented, the landlord testified that they couldn't re-rent the unit immediately and confirmed that the rental unit was re-rented effective 1-June, and the landlord submitted evidence showing that the security deposit was secured, and rent was paid for June-2025 by new tenants (LL#4). Accordingly, I find that the tenants are responsible for the rent for the month of May, as they failed to provide the landlord with a valid termination notice.

39. The landlords' claim for rent succeeds in the amount of \$1350.00.

**#2: Utilities \$114.86**

40. I accept that under the terms of the rental agreement, the tenants were responsible for paying their own utilities. During the hearing I asked the tenants when the utilities were transferred back into the landlord's name, and they confirmed that this happened by the end of April. I also accept the landlord's statement that the unit has not been re-rented during the month of May. Therefore, I find that as the landlord provided evidence showing the amount of the utility bill for the month of May and as it was already determined in paragraph 39 of this decision that the tenants are responsible for rent for the month of May, I find that the tenants remained responsible for the utilities for the month of May in the amount of \$114.86.

**#3: Plastering / filling holes \$104.00**

41. I accept that the landlord was able to demonstrate the condition of the unit prior to the tenancy and after the tenancy. Based on this evidence, I find it evident that the damage to the walls occurred during the tenancy, and I accept that the landlord was required to plaster and fill the holes, therefore I find tenants to be responsible for the cost of plastering. I also

accept the landlord's testimony that the unit had been freshly painted for the first tenancy, as shown in the photographic and video evidence.

42. I accept the landlord's statement that they spent approximately four hours completing the plastering. I find this to be reasonable, and therefore the landlord is entitled to compensation for self-labor. According to Section 9-3 of *Policy*, the applicable self-labor rate is the provincial minimum wage of \$16.00 per hour plus \$8.00, for a total of \$24.00 per hour.
43. Therefore, I find that the landlord's claim succeeds in the amount of \$96.00.

**#4: Prime / Paint / Blend \$209.16**

44. I accept that the landlord was able to demonstrate that the damage to the walls existed and that it occurred during the tenancy, likely as a result of the tenants' negligent acts. Therefore, I find the tenants responsible for the costs associated with priming and painting the walls. I accept the landlord's testimony that two cans of primer and paint were required. I also accept the landlord's statement that the unit was freshly painted before the tenancy and as the landlord is seeking expenses to blend-in the paint instead of repainting the whole walls, where the damage occurred. Therefore, as the landlord provided a receipt to support the amount claimed I find the tenants to be responsible for the full costs of this repairs.
45. I also accept the landlord's statement that they required approximately four hours of self-labor to complete this work. I find this to be reasonable, and therefore the landlord is entitled to compensation for self-labor. According to Section 9-3 of *Policy*, the applicable self-labor rate is the provincial minimum wage of \$16.00 per hour plus \$8.00, for a total of \$24.00 per hour. Therefore, I find that the landlord's claim succeeds in the amount of \$201.16.

**#5: Paint all windows \$126.27**

46. I accept the landlord's evidence showing that the interior windows were left in a heavily soiled and stained condition at the end of the tenancy, requiring cleaning and repainting. I accept the landlord's testimony that it took approximately three hours to clean and repaint the casing and window ledge trims for five interior windows.
47. I accept the landlord's statement and video from move-in and move-out inspection that this damage occurred during the tenancy and therefore I find the tenants responsible for the costs of the paint materials, as supported by the submitted receipt, as well as three hours of the landlord's time spent cleaning and repainting. According to Section 9-3 of *Policy*, the applicable self-labor rate is the provincial minimum wage of \$16.00 per hour plus \$8.00, for a total of \$24.00 per hour. Therefore, I find that the landlord's claim succeeds in the amount of \$120.27.

**#6: Wash curtains \$26.00**

48. I accept the landlord's statement and evidence that the curtains were new at the beginning of the tenancy and were left in a dirty condition at the end of the tenancy, requiring washing. I accept that one hour is a reasonable time for the landlord to remove five sets of curtains from the rods, wash them, and rehang them.
49. Accordingly, I find the tenants responsible for this cleaning, and they shall bear the cost of one hour of the landlord's self-labor. According to Section 9-3 of *Policy*, the applicable self-labor rate is the provincial minimum wage of \$16.00 per hour plus \$8.00, for a total of

\$24.00 per hour. Therefore, I find that the landlord's claim succeeds in the amount of \$24.00.

#### #7: Water damage cabinets \$26.00

50. I accept that the landlord submitted sufficient evidence showing that the cabinets sustained water damage during the tenancy. While I accept the tenant's statement that they were not aware of the damage, the landlord provided the move-in inspection report, which did not show any such damage at the start of the tenancy. Following the tenants' departure, it was evident that the side of the cabinet was damaged. Therefore, I find tenants to be responsible for the costs of repair.

51. I accept that one hour is a reasonable amount of time for the landlord to clean and repair the damaged cabinet by gluing it. Therefore, I find the tenants responsible for the cost of one hour of the landlord's self-labor to complete this repair, totaling to \$24.00.

#### #8: Cleaning \$195.95

52. I find that the landlord submitted sufficient evidence to show that the rental unit required cleaning at the end of the tenancy. The evidence demonstrates that the floors, windows, and cupboards were left with stains and cooking oil residue, and that the bathroom, closet, and toilet required cleaning. The landlord also submitted a receipt for the cleaning materials purchased.

53. As tenants are required to return the unit in a clean condition at the end of the tenancy, I find them responsible for the cleaning costs. I accept that four hours is a reasonable amount of time for the landlord to complete this work. According to Section 9-3 of Policy, the applicable self-labor rate is the provincial minimum wage of \$16.00 per hour plus \$8.00, for a total of \$24.00 per hour. Therefore, I find that the landlord's claim succeeds in the amount of \$187.25.

#### #9: Filing fees \$20.00

54. In accordance with Section 12-1 of the Residential Tenancies Policy Manual: Costs, as the landlord's claim was successful, the landlord will be awarded with \$20.00.

### **Decision**

55. The landlord's claim for damages succeeds in the amount of \$2137.54.

### **Issue # 3: Refund of the Security Deposit \$900.00**

**Security deposit to be applied against any monies owed \$900.00**

### **Analysis**

56. 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,

- the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
- 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).

57. The landlord's claim for losses has been successful as per paragraph 55 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**

58. Security deposit plus interest of \$913.07 to be applied against monies owed.

### **Summary of Decision**

59. The tenants' claim for the compensation paid for the inconvenience does not succeed.

60. The tenants shall pay the landlords \$1224.47 as follows:

Compensation paid for damages .. \$2137.54  
Less than Security Deposit..... \$913.07

Total ..... \$1224.47

October 6, 2025

Date



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Residential Tenancies Office