

Residential Tenancies Tribunal

Application 2025-0478-NL & 2025-0495-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-July-2025 at 9:02 am.
2. The applicant of the initial application, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended via teleconference.
3. The respondent and applicant of the counterclaim, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

Preliminary Matters

4. The tenant acknowledged that she was served notice of the landlords' claim more than ten days before the date of the hearing.

Issues before the Tribunal

5. Should the landlords' claim for damages be granted?
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 landlords claim \$263.06 in compensation for damages, consisting of two items. The first item is \$185.00 for the repair and repainting of two walls in the tenant's bedroom. The second is \$78.06 for the replacement of four blackout curtain panels.
9. In accordance with the Residential Tenancies Program Policy and Procedure Guide Policy 09-003, a landlord who makes a claim for compensation for damages must provide sufficient evidence to establish the extent of damages, that the damages were

caused by a wilful or negligent act of the tenants, and the cost of replacement and repair. This evidence should include documentary evidence when reasonably possible.

10. First, the landlords testified that the tenant affixed posters to the walls in the bedroom, and this resulted in a need for plastering, sanding, and repainting.
11. The landlords provided photos as evidence to the tribunal but did not share them with the respondent. They said that they assumed that residential tenancies would share them. This assumption was in error. Instructions were provided on page 1 of the applicant documents provided to the landlords under paragraph 5, which is labelled **Evidence**. It states "Any evidence you wish to present at a hearing will need to be filed with this office and to the other party at least **3 days** prior to the hearing date" (underline mine).
12. As the other party was not served the evidence, they would be unable to prepare responses, questions, or refutations. This puts them at a disadvantage and allowing it to proceed would be a violation of the principle of procedural fairness. Accordingly, I can not accept into evidence any of the landlords' documentary evidence.
13. In the absence of such evidence, I am unable to ascertain the extent of the damages and the cost of repair/replacement. The landlords' claim for compensation for damages therefore fails.

Issue 2: Security Deposit

14. As the landlords' claim has failed, the security deposit must be returned to the tenant. In this case the security deposit was \$450.00 which was paid on 8-May-2023.
15. 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. Calculated to the date of the hearing, this results in interest totaling \$6.85.

Decision

16. The landlords' claim for damages fails.
17. The landlords shall pay to the tenant \$456.85 in the security deposit and interest.

Summary of Decision

18. The landlords shall pay to the tenant \$456.85 in the security deposit and interest.

4-August-2025
Date


Seren Cahill
Residential Tenancies Office