

Residential Tenancies Tribunal

Application 2025-0518-NL & 2025-0548-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:48 p.m. on 24-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED] (landlord 1), hereinafter referred to as “the landlord” attended by teleconference. The respondent and counter applicant, [REDACTED] (landlord 2), hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlords with the notice of hearing electronically by email to; [REDACTED] and [REDACTED] on 17-July-2025 (TT#1). Landlord 1 confirmed that both received the document on that date and submitted a counter claim against the tenant. The landlords submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to; [REDACTED] on 16-July-2025 (LL#1). The tenant confirmed receipt of the document on that date. Both parties waived service as documents were not received within the 10-day timeframe as set out in the *Act*. In accordance with the *Residential Tenancies Act 2018*, this is allowable.
5. There was a written month-to-month rental agreement that commenced on 1-February-2024. The tenant vacated the unit on 16-June-2025. Rent was \$550.00 per month, due on the first day of each month. A security deposit of \$300.00 was paid on 1-February-2024 and is in the landlord’s possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Refund of security deposit \$300.00.
7. The landlords are seeking:
 - Compensation paid for damages \$45.00
 - Compensation paid for inconvenience \$199.79
 - Security deposit to be applied against monies owed \$300.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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 and Section 12-1: Recovery of costs.

Issue # 1: Compensation paid for Damages \$45.00

Landlord's and Tenant's Positions

10. Landlord 1 testified that there was damage to the exterior of a mini refrigerator that was allocated to the tenant for her personal use only and she is seeking \$45.00 to cover the cost to repair the damage. The landlord testified that the damage was in the form of a dent that most likely occurred due to a kick, and she stated that the dent needed to be sanded and painted. The tenant disputed that she ever kicked or caused any damage to the refrigerator, and she stated that she shares the common space with 4 other tenants.

Analysis

11. 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)*
12. In accordance with section 9-3 of the *Policy* as stated above, I find that the landlord failed to show that the damage existed, and she failed to show that the tenant was negligent in causing the damage to the refrigerator. For those reasons, I find that the tenant is not responsible for the cost to repair the damaged refrigerator.

Decision

13. The landlord's claim for compensation paid for damages does not succeed.

Issue # 2: Compensation paid for Inconvenience \$199.79

Relevant Submission

14. The landlord testified that she was inconvenienced with tenancy issues after the tenant vacated and she is seeking \$199.79 to cover the cost of her inconveniences. The landlord submitted a copy of an inconvenience ledger to support the claim (LL#2). See copy of ledger below:

1	Purchasing carpet soap used	\$ 34.79
2	Cleaning the fridge 3 days - 1 hour in total	\$ 20.00
3	Steaming Carpet - 1 hour total	\$ 20.00
4	Wiping out bathroom shelves in various places	\$ 5.00
5	Items taken (8 mason jars, yellow and grey totes)	\$ 60.00
6	Application for dispute fee	\$ 20.00
7	Email writing and time spent discussing matters	\$ 40.00

Landlord's and Tenant's Positions

15. Landlord 1 testified that she purchased soap used to clean the carpet in the tenant's bedroom and she is seeking to be reimbursed for the cost of the soap and the time it took her to actually steam clean the carpet in the amount of \$54.79. The landlord stated that she is seeking \$25.00 in self-labor to clean the refrigerator and to wipe out bathroom shelves. The landlord is also seeking \$60.00 to replace some missing items from the unit such as 2 totes and 8 mason jars. The landlord is seeking \$40.00 for her time to write and send emails pertaining to tenancy issues and \$20.00 to cover hearing expenses.
16. The tenant disputed all claims except for the cleaning of the refrigerator, and she stated that it would not take 1 hour to complete the work as it was a mini fridge. The tenant stated that the carpet in her bedroom had stains present at the commencement of the tenancy and the shelving in the bathroom was not left dirty and she also denied taking any totes or mason jars from the unit and she stated that there are 4 other tenants using the common spaces within the unit.

Analysis

17. I accept the landlord's testimony that there was some cleaning required, and some items went missing, however the onus was on the landlord to show that the damage existed to the carpet and to show the cleanliness of the unit and she failed to provide any evidence to support the claim. The landlord was also required to show that the tenant was responsible for the missing items which she also failed to do. With 4 other tenants sharing common space in the unit, it is difficult to find one tenant negligent without proof. The tenant did not dispute that the mini refrigerator needed some cleaning and as such, she shall be responsible for the 1 hour of cleaning as sought by the landlords in the amount of \$20.00. As for the landlord's claim to write and send emails, I find that such activity falls under "the cost of doing business" and shall not be awarded.
18. Finally, the landlords paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#3). 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 mostly been unsuccessful, I find that the tenant is not responsible for hearing expenses.

Decision

19. The landlord's claim for compensation paid for inconvenience succeeds in the amount of \$20.00.

Issue # 3: Refund of Security Deposit \$300.00 Security Deposit to be applied against monies owed \$300.00

Analysis

20. 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.
21. The landlord's claim for losses has been partially successful as per paragraph 19 above, and as such a part of 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

22. The tenant's claim for a refund of security deposit plus interest partially succeeds in the amount of \$284.44 (interest equates to \$4.44).
23. The landlord's claim to have the security deposit applied against monies owed partially succeeds in the amount of \$20.00.

Summary of Decision

24. The landlords shall refund the tenant's security deposit plus interest in the amount of \$284.44.

25. The tenant shall pay the landlords \$0.00 as follows:

Compensation paid for damages	\$0.00
Compensation for inconvenience	20.00
Less: partial security deposit	20.00
Total	\$0.00

Aug 5, 2025
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office