

Residential Tenancies Tribunal

Application 2025-0533-NL and 2025-0636-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 29-October-2025 at 9:00 am.
2. The applicant of the initial claim, [REDACTED], hereinafter referred to as the tenant, appeared behalf of himself and his co-respondent to the counterclaim, [REDACTED]. He attended by teleconference.
3. The respondent and counterclaimant, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Matters

4. All parties acknowledged that they were properly served.

Issues before the Tribunal

5. Should the landlord's claim for damages succeed?
6. Should the landlord's claim for unpaid utilities succeed?
7. What is the proper disposition of the security deposit?

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 (the *Act*).

Issue 1: Damages

9. The landlord claims \$7333.50 in compensation for damages, divided amongst 15 items. Each item will be dealt with below. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was caused by a wilful or negligent act of a tenant or a

person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.

10. First, the landlord claims \$1668.00 for the repair of a refrigerator. The landlord submitted a photo (LL#2 page 47) showing a small piece of broken plastic on the refrigerator. He testified that he was unsure of the name of this piece, but that some of the features of the 'smart' refrigerator no longer worked. He also provided photos (LL#2 pages 48-50) which he says show damage to the door of the unit. LL#2 page 184 shows an invoice that totals the cost of the replacement parts as \$1667.82. The tenant testified that he had no knowledge of the damage to the refrigerator.
11. The landlord has provided sufficient evidence to establish that the tenant damaged the item, and the tenant has not refuted this damage. This portion of the landlord's claim succeeds in the amount of \$1667.82.
12. Second, the landlord claims \$433.00 for the repair of the cover of the washer. LL#2 pages 45-46 show the top of the washer, heavily scratched. LL#2 page 184 shows the cost of the replacement part was \$433.00. The tenant acknowledged that he was responsible for causing these scratches.
13. This portion of the landlord's claim succeeds in the amount of \$433.00.
14. Third, the landlord claims \$336.50 for the repair of a damaged range. There are some scratches visible on the stovetop shown in LL#1 pages 53 and 54. The landlord testified that the repair would cost \$673.00 but he was only looking for half as he does not yet intend to replace it. The tenant testified that he was unsure as to where the scratches came from. No documentary evidence was provided showing how the landlord reached the \$673.00 figure.
15. This portion of the landlord's claim fails.
16. Fourth, the landlord claims \$1272.00 for the cost of lawn restoration. LL#2 pages 49-52 show the lawn. The landlord describes it as dry, patchy, and neglected. LL#2 page 185 shows an estimate from a lawn care company with various options at various prices. The tenant disputes this being his responsibility. While he acknowledges that lawn care was a term of the lease, he testifies to the effect that he understood this to simply mean he was required to maintain the lawn at a reasonable height. He said, "it's not my responsibility to keep the grass green, I can't control how it grows."
17. The pictures were taken on or about 31-May-2025. I also note, as a matter of general knowledge in the province, that an unusually mild winter and dry, warm spring have resulted in an atypical drought across the province, with water levels exceptionally low. Agriculture and Agri-Food Canada reports show that the greater St. John's area, which includes the rental premises, has been in what they classify as D4 – exceptional drought, the highest classification, representing a one in fifty-year event.¹ Municipal authorities have not banned outdoor water usage, but they have advised residents to

¹ See <https://agriculture.canada.ca/en/agricultural-production/weather/canadian-drought-monitor/current-drought-conditions> and <https://open.canada.ca/data/en/dataset/292646cd-619f-4200-afb1-8b2c52f984a2>

conserve water as much as possible. This also suggests that, historically, lawns in Newfoundland have not required water to the extent which they have this year.

18. In the context of this rental agreement, the general practice in this province, and the considering the time of year and weather, I do not find that the tenant's maintenance of the lawn falls short of his responsibilities as per the lease agreement. This portion of the landlord's claim fails.
19. Fifth, the landlord claims \$57.00 for the cost of replacing a water filter. As stated in paragraph 9 above, a tenant is only responsible for damages caused by a wilful or negligent act. This excludes what is called 'wear and tear,' the natural deterioration that is expected when one acts in accordance with the rental agreement. The water filter requiring replacement after a yearlong tenancy falls under normal wear and tear.
20. This portion of the landlord's claim fails.
21. Sixth, the landlord claims \$100.00 for the repair of the main door lock. The landlord testified that this was a nominal cost as the lock still worked and he did not intend to replace it yet. He testified that the replacement would cost significantly more. As there was no evidence of the cost of repair, this portion of the landlord's claim fails.
22. Seventh, the landlord claims \$100.00 for the repair of the main door. As there was no evidence of the cost of repair, this portion of the landlord's claim fails.
23. Eighth, the landlord claims \$100.00 for the repair of the main bedroom door. As there was no evidence of the cost of repair, this portion of the landlord's claim fails.
24. Ninth, the landlord claims \$100.00 for the repair of the center island. As there was no evidence of the cost of repair, this portion of the landlord's claim fails.
25. Tenth, the landlord claims \$100.00 for the repair of the side door to the garage. As there was no evidence of the cost of repair, this portion of the landlord's claim fails.
26. Eleventh, the landlord claims \$537.00 for cleaning. He testified that it took more than ten hours to clean the unit. The tenant acknowledged that while he and his family did the best they could to clean the unit, there were some areas that needed additional work. I find that the photos provided demonstrate enough areas needing cleaning to justify ten hours of labour. Self-labour is compensated at the rate of minimum wage plus \$8.00/hour, currently \$24.00/hour.
27. This portion of the landlord's claim succeeds in the amount of \$240.00.
28. Twelfth, the landlord claims \$100.00 for the cost of repairing damaged living room/bedroom walls. The tenant agreed that this damage was caused by his son and his responsibility. He implicitly agreed the \$100.00 charge was reasonable.
29. This portion of the landlord's claim succeeds in the amount of \$100.00.
30. Thirteenth, the landlord claims \$190.00 in compensation for lost rent. This represents the rent for the first two days of June 2025, as the landlord had to spend two days cleaning

the unit before the new tenants could move in. The tenant responded that a landlord cannot reasonably expect to have the unit completely ready for a new tenant the day after the previous tenant leaves. With respect to the tenant, he is mistaken. The tenant's claim is incorrect. The Act requires tenants to return the unit in a condition suitable for re-renting without undue delays caused by the wilful or negligent acts of the tenant. The delay resulted from the tenant's failure to meet this obligation; therefore, the landlord is entitled to compensation for lost rent.

31. A daily rate must be calculated. The correct formula for determining a daily rate is found by multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$2850/\text{month} \times (12 \text{ months}/365 \text{ days}) = \sim \$93.70/\text{day}$.
32. This portion of the landlord's claim succeeds in the amount of \$187.40.
33. Fourteenth, the landlord claims \$240.00 for the cost of garbage removal. Pages 65-66 show some garbage left on the premises. The landlord testified that it took him three trips to the municipal dump to remove the garbage in his vehicle. The tenant expressed disbelief at this.
34. I agree with the tenant. There are three pictures of garbage provided. One picture shows garbage in an outdoor bin and next to it is what appears to be paper and cardboard products pressed down and placed in a blue bag. This seems to be in keeping with the waste and recycling collection policies of the [REDACTED], so I cannot infer that this required the landlord to take any particular cost upon himself. The other two pictures show one small blue bag of "container" recycling and one small plastic bag containing a pair of shoes and possibly one or two other small items. Regular household garbage disposal seems like it would have been sufficient for these items.
35. This portion of the landlord's claim fails.
36. Fourteenth, the landlord claims \$2000.00 for the cost of repainting. The landlord says this was necessary due to the smoke odour and residue throughout the premises. The tenant strongly denies smoking inside the unit, citing the presence of his seven-year-old child. He testified that he always left the house to smoke.
37. The tenant has firsthand knowledge of whether there was smoking in the unit. I have no reason to doubt his account; for instance, his story does not contain any internal inconsistencies. The only external inconsistency is the landlord's hearsay evidence that the new tenants complained of the smell of smoke inside the unit. Having reviewed all the photos provided by the landlord in detail, I see no evidence of the yellow nicotine residue that serves as a reliable indicator of smoking in a premises. Considering the evidence in its totality, I do not find on a balance of probabilities that the tenant damaged the premises by smoking. This portion of the landlord's claim fails.

Decision

38. The landlord's claim for damages succeeds in the amount of \$2628.22.

Issue 2: Utilities

39. The landlord claims \$130.00 for the electric bill for the final month of the lease agreement. The tenant did not dispute his responsibility for this bill. He explained that he simply had not been made aware of it earlier. A copy of a NL power bill (LL#2 page 188) for the dates 14-May-2025 to 11-June-2025 was provided with a total amount due of \$155.54. Reducing the total cost proportionally to the 18 of 29 days the tenant was responsible for results in a total owing of \$96.54.

Decision

40. The landlord's claim for unpaid utilities succeeds in the amount of \$96.54.

Issue 3: Security Deposit

41. The security deposit is purported to be \$4900.00 which was received on 23-February-2025. S. 14(1)(c) states that a landlord shall not demand from a tenant a security deposit that is more than $\frac{3}{4}$ of the monthly rent in the case of a fixed term lease. In this case, the monthly rent was \$2850.00, so the maximum allowable security deposit is \$2137.50. The overpayment is therefore \$2762.50.
42. S. 14(1)(c) states that where a landlord receives a security deposit that is more than the amount permitted under subsection (1), the tenant may deduct the overpayment from rent or may recover the overpayment together with interest on the amount of the overpayment at the rate prescribed in the regulations. In this case, the tenant did not deduct the overpayment from the rent. They may therefore recover the overpayment together with interest at the rate prescribed in the regulations. The regulations prescribe a simple cumulative interest rate of 1% annual for the year 2025. Calculated to the date of the hearing, the amount of interest on the overpayment totals \$18.85. The tenant is entitled to recover the amount of \$2781.35.
43. As the landlord is owed moneys, they may apply the security deposit against the total owed. In this case, the security deposit was \$2137.50 received on 23-February-2025. 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. Calculated to the date of the hearing, this results in a total interest owing of \$14.58.

Decision

44. The landlord's claim for damages succeeds in the amount of \$2628.22.
45. The landlord's claim for unpaid utilities succeeds in the amount of \$96.54.
46. The landlord may apply the security deposit and interest, valued at \$2152.08, against the sum owed.
47. The tenant is entitled to a return of the overpayment and interest, valued at \$2781.35.
48. The landlord was partially successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case, they seek the \$20.00

application fee as well as \$58.53 in notary fees, for which a receipt (LL#3) was provided. These are granted.

49. S. 47(1)(j) gives the director the power to authorize a landlord to offset, in the manner specified in the order, money a tenant owes to the landlord against money the landlord owes to the tenant. In the circumstances, this tribunal exercises this power.

Summary of Decision

50. The landlord shall pay to the tenants \$2130.14 as follows:

Security Deposit.....	\$2152.08
Overpayment.....	\$2781.35
Less Damages.....	-\$2628.22
Less Utilities.....	-\$96.54
Less Hearing Expenses.....	-\$78.53
Total.....	\$2130.14

17-December-2025

Date


Seren Cahill
Residential Tenancies Office