

CANADA / JUDGMENT

K.N. v. A.N

2025 NSSM 69

COURT

Nova Scotia Small Claims Court

DECIDED

11 September 2025

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K.N. v. A.N Court Small Claims Court Date 2025-09-11 Citation 2025 NSSM 69 Docket 544774 Judge/Registrar/Adjudicator Sarah A. Shiels (Adjudicator) Document Type Decision Decision Content Small Claims Court OF NOVA SCOTIA Citation: K.N. v. A.N, 2025 NSSM 69 Date: 20250911 Docket: 544774 Registry: Annapolis Royal Between: K.N. v. A.N. Adjudicator: Sarah A. Shiels Heard: August 25, 26, and 28, 2025 Decision: September 11, 2025 Counsel: K.N., self-represented A.N., self-represented By the Court:

Introduction

- [1] This is an appeal of an order of the Director of Residential Tenancies dated June 23, 2025 (“the Order”). The appellant landlord, K. N., applied for termination of tenancy and vacant possession from the respondent tenant, A.N.. The landlord’s application was dismissed.
- [2] The Order indicates that the landlord’s claim for damages to property was withdrawn at the onset of the hearing but that the landlord was free to re-file for this claim at a later time.

Facts

- [3] Around January, 2025 the landlord offered the tenant an opportunity to rent the landlord’s residential property located in Waldeck East, Nova Scotia. The tenant had been residing in a camper with a newborn baby and the landlord was concerned for her well-being. The rental arrangement included use of the landlord’s personal furnishings.
- [4] The landlord intended to sell the property and arranged viewings during the course of the tenancy. Efforts to sell the property were ill-matched with the tenant’s living requirements. The tenant had two dogs in addition to her newborn child and partner. She found it difficult to maintain the premises in a state that was satisfactory to the landlord and asserted that the landlord was imposing unreasonable standards. The landlord, in turn, felt compromised in her ability to sell the property.

- [5] The landlord alleged significant damage had been caused to the property by the tenant. The tenant suggested there was existing damage when she moved in but admitted some damage had been caused during the tenancy; for example, her dogs had caused some damage to a bedside table. The tenant appeared willing to take responsibility for some damage to the premises; however, there had been no substantive repairs as of the time of the hearing.
- [6] The landlord acknowledged there was some pre-existing damage to the floors. A move-in inspection report was not prepared.
- [7] On January 13, the landlord articulated her expectations as follows: There are working appliances in the house and it is furnished. Should anything break I will not be replacing it. Should anything break because of lack of care I would ask that you replace it.
- [8] The interactions between the parties have become extremely strained with respect to the condition of the premises and the landlord's access and communications.
- [9] The landlord has obtained quotes for repair work to various aspects of the premises and submitted these for the Court's review.

Analysis

- [10] The Order focused on the question of whether "damage" caused by the tenant was over and above the ordinary day to day living in a property such that termination of the tenancy was warranted. While it was apparent that there has been relatively heavy wear and tear during the span of the tenancy – e.g., scratches to the floor and furniture, discolouration of countertops, damage to the bathtub finishing – this does not warrant termination.
- [11] It may be appropriate for the tenant to cover some of the expenses claimed by the landlord. However, the quotes provided by the landlord are insufficient to justify an award of damages at this time. Several of the quotes are strictly estimates and it seems the actual costs of restoring the property may be different from the sums proposed.
- [12] It appears that the landlord elected not to pursue her claim for damages before the Residential Tenancies Board and the claim for damages is not expressly mentioned in the Notice of Appeal. Matters such as a claim for damages must generally be ruled upon by the Residential Tenancies Board prior to consideration by this Court. Accordingly, this Court will not determine the damages payable by the tenant to the landlord, such as they may be.

Conclusion

- [13] The Order is upheld, including the right of the landlord to bring a further claim before the Residential Tenancies Board for damages to the property. Sarah A. Shiels, Small Claims Court Adjudicator

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