

## Residential Tenancies Tribunal

Application 2025-0059-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:03 a.m. on 14-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] was also present as a support person for the landlord.

### Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email on 1-August-2025 (TT#1). The landlord’s representative confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a month-to-month rental agreement that commenced on 1-June-2022. The tenant vacated the unit on 9-April-2025. Rent was \$660.00 per month, due on the first day of each month. A security deposit of \$300.00 was paid on 1-June-2022 and has been awarded to the landlord in a previous order dated 11-March-2025 (2025-0067-NL).
6. All evidence/ exhibits submitted to the *Residential Tenancies Office* by the applicant shall not be entered into evidence as they were not forwarded to the respondent for review and consideration.

### Issues before the Tribunal

7. The tenant is seeking:
  - Compensation paid for inconvenience \$36,461.94

### 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*. Also, relevant and considered in this decision is

the following section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

# **Issue # 1: Compensation paid for Inconvenience \$36,461.94**

## Relevant Submission

9. The tenant testified that she was inconvenienced during the tenancy and after the tenancy ended due to the actions of the landlord and an illegal eviction and she is seeking \$36,461.94 to cover the cost of her inconveniences. The tenant submitted an *inconvenience ledger* to support the claim (TT#2). See copy of ledger below:

Item #	Description of Inconveniences	Compensation Claimed
E.g.	2 Nights at hotel to allow fumigation of apartment	\$ 450.00
1	PARKING TICKETS (Sleeping at my work space [REDACTED])	\$ 1,325.00
2	VEHICLE THEFT on [REDACTED]	\$ 1,100.00
3	LOSS OF PERSONAL BELONGINGS due to Eviction	\$ 5,000.00
4	STORAGE FOR REMAINING BELONGINGS	\$ 500.00
5	MENTAL HEALTH & EMOTIONAL DISTRESS	\$ 8,000.00
6	LOSS OF BUSINESS (Workshops/ Flyers- dated classe	\$ 3,000.00
7	LOSS OF FOOD DUE TO MOVE (Meat, frozen foods)	\$ 600.00
8	LOSS OF SLEEP INCURRED- LOSS OF WORK)	\$ 10,000.00
9	(Jan.2025-April 2025)	
10	PAINT FOR BATHROOM AND CEILING FOR UNIT	\$ 115.00
11	WASHING MACHINE	\$ 300.00
12	Acupuncturist for [REDACTED] DUE TO NOISE STRE	\$ 125.00
13	GRASS CUTTING JUNE 2022- OCTOBER 2025	\$ 4,650.00
14	GRASS CUTTING FEES paid to [REDACTED]	\$ 300.00
15	GETAWAY ON CHRISTMAS EVE DUE TO NOISE	\$ 495.00
16	GAS	\$ 148.94
17	SNOW SHOVELLING NOV. 2022- DECEMBER 2024	\$ 1,000.00
18	WHEEDWACKER	\$ 50.00
19	SHOVEL	\$ 119.00
20	Heating Bill April 2023 workers in unit upstairs renovatin	\$ 174.00
21	ADMIN WORK (PHOTOCOPIES) FOR LTB AND EVICT	\$ 60.00
22		
23	NOTE THE ABOVE ALSO INCLUDES FAILURE TO	
24	ADHERE TO BYLAWS 5.1 (1) (a), (b),(c), (d) GENERAL	
25	REQUIREMENTS WHICH STATE ALL PARTS OF A	
26	RESIDENTIAL PROPERTY MUST BE KEPT CLEAN	
27	AND FREE OF GROWTH OF WEEDS & GRASS etc.	
28	And failure to address extreme NL Power bills <b>Total</b>	<b>\$ 36,461.94</b>
	For a single occupancy unit connected to a 3 bedroom dwelling	

## Tenant's & Landlord's Positions:

10. The tenant stated that she was illegally evicted from her unit by the *Residential Tenancies Office* because she failed to attend a previous hearing held via teleconference on 5-March-2025 which caused her financial and emotional hardship.

The testimony of both the tenant and the landlord's representatives on each item as stated above are as follows. **Note:** some items are grouped together for simplicity.

**Item # 1: Parking tickets & vehicle theft (\$2425.00)** – The tenant testified that she incurred the cost of parking tickets as a result of being forcefully removed from her home and having to sleep at her workplace in [REDACTED] and she stated that she would not have had to park in that area if she had not been evicted from her home. The tenant also testified that her vehicle was broken into while parked in that area, and she stated that the theft of items located inside her vehicle including her clothing is also due to the fact that she was illegally evicted and no longer had a safe and legal parking spot. The tenant is seeking \$1325.00 to cover the cost of the parking tickets and \$1100.00 for the cost of the stolen items from her vehicle. The landlord's representative disputed that they should be responsible for any costs associated with the tenant's parking choices especially after the tenancy ended.

**Item # 2: Loss of personal belongings & storage fees (\$5500.00)** – The tenant testified that she had to leave some of her personal belongings / possessions behind when she vacated the unit due to the fact that she was evicted with no place to go, and she stated that she also incurred storage fees to have her winter clothes stored. The tenant is seeking \$5000.00 to cover the cost to replace her personal belongings / possessions and \$500.00 for the cost of storage fees. The landlord's representative disputed that they should be responsible for any loss of personal belongings when the tenant had 4 days to move, and she was also afforded the opportunity to return and gather her belongings. The landlord's representative also disputed that they should be responsible for storage fees after the tenancy ended.

**Item # 3: Mental health & emotional distress (\$8,000.00)** – This tenant was not given an opportunity to present her case with regards to mental health and emotional stress as this tribunal does not have the authority to award for pain and suffering.

**Item # 4: Loss of business (\$3000.00)** - The tenant testified that she incurred a loss of business income as the unexpected move forced her to cancel 2 scheduled workshops losing \$3000.00 in revenue. The landlord disputed that they would be responsible for any loss of income due to the eviction.

**Item # 5: Loss of food (\$600.00)** – The tenant testified that she incurred the cost of frozen food that was left in the unit when she vacated as she had no place to go to and she was unable to keep it in her vehicle. The tenant is seeking \$600.00 to cover the cost to replace the food. The landlord's representative disputed that they should be responsible for any loss of food when the tenant had 4 days to move and was afforded the opportunity to return and gather her belongings including food.

**Item # 6: Loss of sleep (\$10,000.00)** – This tenant was not given an opportunity to present her case with regards to loss of sleep as this tribunal does not have the authority to award for pain and suffering.

**Item # 7: Paint for bathroom & ceiling (\$115.00)** – The tenant testified that she purchased paint for the bathroom and the ceiling as the paint was continuously chipping away due to moisture in the unit, and she is seeking to be reimbursed for the cost of the paint in the amount of \$115.00. The landlord's representative disputed that they should be responsible for the cost of paint as they were never made aware that the tenant wanted or needed paint, and they were never given an opportunity to assess the situation to see if paint was needed.

**Item # 8: Washing machine (\$300.00)** – The tenant testified that the landlord had supplied washing machines for all the other tenants in the unit and she stated that she should have been supplied with a washing machine as well. The tenant stated that she had to purchase her own washing machine after been continuously told that the landlord would not be supplying her with a washing machine. The tenant is seeking to be reimbursed for the cost of the washing machine in the amount of \$300.00. The landlord's representative disputed that they should be responsible for the cost of a washing machine for the tenant as she stated that the tenant was made aware prior to accepting the unit that there would not be a washer and dryer supplied to that unit.

**Item # 9: Acupuncturist fees (\$125.00)** – This tenant was not given an opportunity to present her case with regards to acupuncturist fees as this tribunal does not have the authority to award for pain and suffering.

**Item # 10: Grass cutting (\$4950.00)** – The tenant testified that she cut the grass around the common areas of the premises for the duration of the tenancy as it was always overgrown, and she stated that she also hired [REDACTED] to complete some of the work. The tenant is seeking to be paid \$4650.00 for her time and to be reimbursed in the amount of \$300.00 for the cost incurred for lawn services. The landlord's representative disputed that it was the tenant's responsibility to cut or trim the grass around the premises other than the allocated area in front of her unit. The landlord's representative testified that such work is contracted out and she stated that the property is properly maintained.

**Item # 11: Getaway & gas (\$643.94)** – The tenant testified that she decided to leave her unit on Christmas Eve 2024 due to partying and a lot of noise from other tenants and she is seeking to be reimbursed for the cost of a cabin and the gas consumption used to get to and from the cabin. The tenant testified that the previous Christmas Eve was horrible for her with continuous partying and noise in the unit above and she stated that she anticipated how bad it was going to get so she made the conscious decision to leave for a short period of time to avoid the noise situation. The tenant is seeking \$495.00 for the cost to rent the cabin and \$148.94 for the cost of gas consumption. The landlord's representative disputed that they should be responsible for the cost of a getaway for the tenant, and she stated that they were never made aware of any incident on Christmas Eve 2024.

**Item # 12: Snow shoveling (\$1000.00)** – The tenant testified that she shoveled snow from areas of the parking lot and the sidewalks surrounding the premises for the duration of the tenancy as it was snow covered at times creating a hazard for herself and other tenants in the unit. The tenant is seeking to be paid \$1000.00 for her time and services rendered. The landlord's representative disputed that it was the tenant's responsibility to shovel the snow from the parking lot or the sidewalks surrounding the premises other than her steps and allocated walkway in front of her unit. The landlord's representative testified that such work is contracted out and he stated that the property is properly maintained during the winter months.

**Item # 13: Weedwhacker & shovel (\$169.00)** – The tenant omitted her claim for the cost of a shovel as she needed it for her own allocated space, and she testified that she needed a weedwhacker to complete the grass trimming work required around the premises as the grass would grow extremely high at times. The tenant is seeking to be reimbursed for the cost of the weedwhacker only in the amount of 50.00. The landlord's representative disputed that they should be responsible for the cost of equipment to

mow or trim the grass to the premises when it was not the tenant's job or expectation to complete such work.

**Item # 14: Heat bill (\$174.00)** – The tenant testified that the electrical meter to her unit is also assigned to the unit above her and she stated that her electrical bill for the month of April 2023 was higher than expected given that she was not there. The tenant is seeking to be reimbursed for the electrical bill for that period in the amount of \$174.00. The landlord's representative disputed that the tenant's electrical meter was associated with any other unit, and she stated that each unit had their own separate meter.

**Item # 15: Hearing expenses (\$80.00)** – The tenant amended her claim for hearing expenses to include the filing fee of \$20.00 and she stated that it cost her \$60.00 in administrative fees to prepare for the hearing. The tenant is seeking hearing expenses in total in the amount of \$80.00.

## Analysis

11. First and foremost, the tenant's belief that she was illegally evicted from her unit by the *Residential Tenancies Office* shall be addressed. This tribunal does not have the authority to evict a tenant under the grounds that he/she failed to attend a hearing for whatever reasons. The hearing held on 5-March-2025 proceeded without the tenant present as the landlord could show that the tenant had been properly served, and the landlord could also show that a proper termination notice had been given to the tenant. The residential tenancy relationship ended on 9-April-2025 when the tenant was removed from the unit.
12. Based on the testimony of the tenant and the landlord's representatives, each item is analyzed as follow:

**Item # 1: Parking tickets & vehicle theft (\$2425.00)** – I accept the tenant's testimony that she incurred parking tickets while living at her workplace in [REDACTED] once the tenancy ended and I also accept her testimony that her vehicle was broken into and items were stolen including her clothing, however this has nothing to do with the landlord. The tenancy legally ended on 9-April-2025 and any costs incurred to the tenant as a result of not having a residence to reside in is not the responsibility of the previous landlord. Also, it is a car owner's responsibility to park in areas that are legally permitted by law. For those reasons, I find that the landlord is not responsible for the cost of parking tickets, nor the cost associated with the theft of the tenant's belongings located inside the vehicle.

**Item # 2: Loss of personal belongings & storage fees (\$5500.00)** – I accept the tenant's testimony that she was unable to take all her personal belongings with her when she vacated the unit and I also accept that she incurred storage fees after the tenancy ended, however this has nothing to do with the landlord. The tenancy legally ended on 9-April-2025 and the tenant was given 4 days to leave, and she was afforded an opportunity to return and gather her personal belongings. I also find that it was the tenant's choice to use a storage unit to store her winter clothing. For those reasons, I find that the landlord is not responsible for the cost to replace the tenant's personal belongings or to reimburse the tenant for the cost of storage fees.

**Item # 3: Mental health & emotional distress (\$8,000.00)** – This item was not analyzed for the purpose of this decision.



**Item # 4: Loss of business (\$3000.00)** - I accept the tenant's testimony that she incurred a loss of business income due to having to move and cancelled 2 scheduled workshops, however this has nothing to do with the landlord. The tenancy legally ended on 9-April-2025 and any loss of business income as a result of the tenancy ending is not the responsibility of the landlord. For this reason, I find that the landlord is not responsible to pay the tenant for the cost associated with the loss of business income.

**Item # 5: Loss of food (\$600.00)** – I accept the tenant's testimony that she incurred the loss of food as it was frozen and she was unable to take it with her when she vacated the unit, however removing items from the unit when given an eviction notice including food falls under the responsibility of the tenant. For that reason, I find that the landlord is not responsible to reimburse the tenant for the cost associated with the loss of food.

**Item # 6: Loss of sleep (\$10,000.00)** – This item was not analyzed for the purpose of this decision.

**Item # 7: Paint for bathroom & ceiling (\$115.00)** – I accept the tenant's testimony that she purchased paint for the bathroom and the ceiling, and I asked her if she ever asked the landlord to supply her with the paint and she responded that she did not and she stated that she took it upon herself to paint. I find that it was the tenant's choice to paint the bathroom and the ceiling and without giving the landlord an opportunity to assess the situation, I find that the landlord is not responsible for the cost to paint the bathroom and the ceiling.

**Item # 8: Washing machine (\$300.00)** – I accept the tenant's testimony that she had to purchase a washing machine during the tenancy, and I asked the tenant if there was a clause in the rental agreement whereby the landlord agreed to supply a washing machine, and she responded that there was a clause stating that the landlord shall supply a washer and dryer where applicable or a hook up. I asked the landlord's representative if they had ever promised the tenant a washing machine and she responded that they did not, and she stated that in fact the tenant was told prior to securing the unit that a washer and dryer would not be supplied. The landlord's representative stated that they fulfilled their obligation to supply a washer hook up as per the rental agreement. For those reasons, I find that the landlord is not responsible to reimburse the tenant for the cost of the washing machine.

**Item # 9: Acupuncturist fees (\$125.00)** – This item was not analyzed for the purpose of this decision.

**Item # 10: Grass cutting (\$4950.00)** – I accept the tenant's testimony that she mowed and trimmed the grass around the premises, and I asked the tenant if there was an agreement whereby the landlord hired, promised or contracted her out to complete that work for a fee and she responded that there was not. I asked the landlord's representative if they had expectations from the tenant to mow or trim the grass around the premises and she responded that they had not. The landlord's representative stated that they have a contractor who completes that work and maintains the property year-round. For those reasons, I find that the landlord is not responsible to pay the tenant for property maintenance work that she completed during the tenancy, and as such I find that the landlord is not responsible to pay the tenant or reimburse the tenant for the cost of grass cutting.

**Item # 11: Getaway & gas (\$643.94)** – I accept that the tenant decided to leave the unit on Christmas Eve 2024 due to what she believed would be a night of partying and loud

noises within the unit, however there were other courses of action that could have been taken which did not involve the tenant having to pay for a getaway for the night. I asked the tenant if she had reached out to the landlord leading up to Christmas or complained to the landlord on that day or called the *Police* regarding any noise incident, and she responded that she did not. The tenant stated that she knew how bad it was going to get, and she decided to avoid it all together. I find that the tenant's choice to leave the unit and have a getaway is not the responsibility of the landlord, and as such I find that the landlord is not responsible to reimburse the tenant for the cost of a getaway.

**Item # 12: Snow shoveling (\$1000.00)** – I accept the tenant's testimony that she shoveled that snow around the premises, and I asked the tenant if there was an agreement whereby the landlord hired, promised or contracted her out to complete that work for a fee and she responded that there was not. I asked the landlord's representative if they had expectations from the tenant to shovel the parking lot or sidewalks around the premises and she responded that they had not. The landlord's representative stated that they have a contractor who completes that work and maintains the property year-round. For those reasons, I find that the landlord is not responsible to pay the tenant for property maintenance work that she completed during the tenancy, and as such I find that the landlord is not responsible to pay the tenant for the cost of snow shoveling.

**Item # 13: Weedwhacker & shovel (\$169.00)** – The tenant omitted the claim for the cost of a shovel in the amount of \$119.00. I accept the tenant's testimony that she incurred the cost of \$50.00 to purchase a weedwhacker, however based on the decision that the landlord is not responsible to pay the tenant for grass cutting services as per item # 10 above, I find that the landlord is not responsible to reimburse the tenant for the cost of a weedwhacker.

**Item # 14: Heat bill (\$174.00)** – I do not accept the tenant's testimony that the electrical meter for the unit above her is or ever was the same electrical meter assigned to her unit. I find that the tenant failed to show that both units were on the same meter, and I accept the landlord's testimony that the units have separate meters. For those reasons, I find that the landlord is not responsible to reimburse the tenant for her heat bill for the month of April 2023.

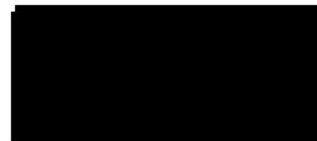
**Item # 15: Hearing expenses (\$80.00)** – In accordance with Section 12-1 of the *Residential Tenancies Policy*, claimable costs may include the filing fee and other administrative costs such as photocopying. As the tenants claim for losses has not been successful, I find that the landlord is not responsible for the hearing expenses.

### Summary of Decision

13. The tenants claim for compensation for inconvenience does not succeed.

August 25, 2025

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office