

Residential Tenancies Tribunal

Application 2025-0119-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:57 p.m. on 10-September-2025.
2. The applicant, [REDACTED] represented by [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.
3. The respondents, [REDACTED] (tenant1), [REDACTED], [REDACTED], [REDACTED] and [REDACTED], hereinafter referred to as "the tenants" attended by teleconference.
4. Witnesses for the landlord, [REDACTED] (witness 1) and [REDACTED] (witness 2), were called into the hearing.

Preliminary Matters

5. The landlord submitted an affidavit with their application stating that they had the tenants served with the notice of hearing electronically by emails on 12-April-2025 (LL#1). The tenants confirmed receipt of the documents. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There was a written month-to-month rental agreement which commenced on 1-August-2022. The tenants vacated the unit on 30-November-2024. Rent was \$2500.00 per month, due on the first day of each month. A security deposit of \$1500.00 was paid on 18-July-2022 and has been ordered to be refunded to the tenants in a previous decision dated 14-April-2025.

Issues before the Tribunal

7. The landlord is seeking:
 - Compensation paid for damages \$7000.00

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 Policy Manual*: Section 9-3: Claims for damages to rented premises.

Issue # 1: Compensation paid for Damages \$7000.00

Relevant Submission

10. The landlord's representative testified that there were damages / losses to the unit, and they are seeking \$7000.00 to cover the cost to repair / replace as needed. The landlord submitted a damages ledger to support the claim (LL#2). **Note:** The damages ledger shows a greater amount than the amount sought on the application. See breakdown of the damage's ledger below:

Damages Ledger 2025-0119-NL		
Damages / losses	Amount	Total
Kitchen ceiling repairs	\$3,000.00	\$3,000.00
Dining room ceiling repairs	\$3,000.00	\$6,000.00
Shower area repairs	\$2,000.00	\$8,000.00

Landlord's and Tenant's Positions

11. The landlord's representative testified that he resided directly below the tenant's unit and experienced 2 separate water leaks entering his unit through the ceiling in his kitchen area and also in his dining room area. The landlord's representative testified that the damage to both ceilings was extensive in nature, and he is seeking \$6000.00 to cover the cost to repair the ceilings in his unit and he is also seeking an additional \$2000.00 to cover the cost to repair the walls in the shower area of the tenant's bathroom and adjacent bedroom. The landlord's representative called 2 separate witnesses into the hearing to corroborate his testimony, and he submitted exhibits to support the claim. Tenant 1 wished to be spokesperson for all tenants, and he disputed the landlord's claims. The landlord's and the tenant's positions on each item listed above are as follows:

Item # 1: Kitchen ceiling repairs (\$3000.00) – The landlord's representative testified that at approximately 2:30am in late November 2023 there was a water leak originating from the tenant's kitchen area which ran down into the ceiling of his kitchen directly below leaving approximately 1 foot of water on his kitchen floor. The landlord's representative stated that he immediately thought that a pipe had busted due to the volume of water, and he called for assistance from another tenant who resided at the premises to assist him with the broken pipe. The landlord's representative testified that after investigating the source of the water leak and checking all pipes in the tenant's kitchen area, it was determined that the water did not come from a damaged or busted pipe and he stated that there was no logical explanation for the water leak other than water overflowing from the kitchen sink down the cupboards and onto the floor area eventually going through the floorboards and through the ceiling of the landlord's unit. The landlord submitted photographs of the ceiling in his kitchen area to support the claim (LL#3) and a copy of a quote from *Kent* to show the cost to complete the repairs (LL#4).

Witness 2 was called into the hearing as he confirmed that he was at the landlord's unit at 8:00am on the morning of the leak for the purpose of cleaning the unit and he stated

that he assisted the landlord's representative in testing the pipes in hopes of locating the cause of the leak. Witness 2 corroborated the landlord's testimony that the water leak from the tenant's kitchen area was not the result of any damaged or broken pipes in the tenant's kitchen area and he agreed with the landlord's rationale that such a large volume of water could have only come from an overflowing kitchen sink.

The tenants disputed that the water leak from their kitchen was in 2023 and tenant 1 stated that the leak occurred in November 2022, and he submitted a copy of a spreadsheet showing the timeline of the events as they occurred (TT#1). The tenants disputed the landlord's claim that the water leak came from an overflowing kitchen sink and tenant 1 stated that they were all very cautious over how much water they consumed. Tenant 1 testified that the sink and the compartment underneath it was dry and the area in front of the dishwasher was drenched. Tenant 1 testified that they pulled out the dishwasher and the dishwasher appeared to be the source of the leak, and he also stated that they never used the dishwasher.

Item # 2: Dining room ceiling repairs (\$3000.00) – The landlord's representative testified that the dining room ceiling in his unit had to be repaired due to a second water leak in April - May 2024 originating from the tenant's bathroom directly above and he is seeking \$3000.00 to cover the cost to have the ceiling repaired. The landlord's representative testified that after investigating the tenant's bathroom area, he found 2 pressure sprayers attached to the water source going to the toilet which he stated the tenants admitted were used for cleaning the toilet and the bathroom floor. The landlord's representative stated that the tenants had told him directly that they thought that the tile on the bathroom floor was part of the shower floor, and he stated that he had told them that it was not the same and that the tiles on the floor did not have the proper sealant to prevent water from going through. The landlord's representative stated that he and witness 1 investigated the source of the leak which involved cutting out a piece of the wall leading to the shower pipes only to find no indication of broken or busted pipes. The landlord's representative stated that he changed the mechanism (joiner) in the shower to be safe but testified that the mechanism had not failed, and the source of the water leak had nothing to do with the pipes in the shower area and he stated that there was no logical explanation for the water leak other than an overflow of water on the tenant's bathroom floor. The landlord submitted photographs of the dining room ceiling to support the claim (LL#5) and a copy of a quote from *Kent* to show the cost to complete the repairs (LL#4).

Witness 1 was called into the hearing as he was present during the investigative period to find the source of the water leak and he corroborated the landlords testimony that the water leak from the tenant's bathroom was not the result of any damaged or broken pipes in the shower area but rather was caused by the tenants misuse of a shower curtain and /or the use of the 2 pressure sprayers to clean the toilet and bathroom floor area. Witness 1 testified that he had disconnected the pressure sprayers from the toilet and advised the tenants that they are not to use the pressure sprayers only to return at a later date when there was a presence of water again, to find that the tenants had re-installed the pressure sprayers. I asked witness 1 what was his occupation, and he responded that he is a general contractor by trade who also does basic plumbing work, and I asked him in his professional opinion and expertise if the water leak was the result of a plumbing issue and he responded that it was not.

Tenant 1 cross examined witness 1 and asked him to explain how the misuse of the shower curtain and the pressure sprayers could cause the water leak and witness 1 responded that the water on the bathroom floor was coming down through the separation in the tiles and building up over time, then finally coming through the ceiling area. Witness 1 testified that there were pockets of water in the ceiling area.

The tenants disputed the landlord's claim that the water leak from their bathroom was the result of using a shower curtain outside the shower stall or from the use of the pressure sprayers and tenant 1 stated that the leak came from a damaged mechanism (joiner) in the pipe located inside the shower wall. Tenant 1 also disputed the landlord's rationale that they used the pressure sprayers to clean the bathroom floor. Tenant 1 testified that he witnessed the landlord change the mechanism (joiner) on the pipe which was the reason for the water leak, and he stated that he and the other tenants requested an inspection from the [REDACTED] to check several things within the unit including the plumbing, which was completed on 29-October-2024.

Item # 3: Shower area repairs – (\$2000.00) – The landlord's representative testified that he had to tear down a portion of the wall in the bathroom area and also in the adjacent bedroom to get to the pipes inside the shower area to investigate the source of the water leak and he is seeking \$2000.00 to cover the cost of materials and labor to complete the work. The landlord submitted photographs of the shower area to support the claim (LL#6) and a copy of a quote from *Kent* to show the cost to complete the repairs (LL#4).

The tenant's position is the same as stated in item #2 above, and they dispute the landlords claim for the cost of materials and labor to repair the walls in the bathroom and bedroom area.

Analysis

12. 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, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

13. Each item is analyzed as follows:

Item # 1: Kitchen Ceiling repairs (\$3000.00) - I asked the landlord's representative if there was a presence of water underneath the dishwasher when he pulled it out and he responded that he never pulled out the dishwasher but rather checked all piping underneath the cabinet that leads to the sink and the dishwasher and he stated that there would be water underneath the dishwasher as there would have had to have been water all over the floor. I accept that if there was a water leak from the dishwasher, it would have been detected when investigating the pipes located under the sink and also, if the dishwasher was never used then there could not have been a water leak from the interior of the dishwasher. I asked the landlord's representative and witness 2 if there could be another logical explanation for the leak besides an overflowing sink and they both responded that there could not be as all pipes were dry and a leak in the roof could not have been the cause as there was a third unit directly above the tenant's unit ruling out the possibility of a roof leak.

I do not accept the tenant's rationale that the water came from the dishwasher or the pipes that go to the dishwasher as the compartment underneath the sink was dry and as the landlord investigated by running water through the pipes in hopes of detecting the leak. I do however accept the landlord's rationale that the sink overflowed as there is no other logical explanation for such a high volume of water. I also accept the testimony of witness 2 who was present and assisted in investigating the source of the water flow.

In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, and the landlord's representative was able to rationalize how the damage occurred which shows that the tenants were negligent in causing the damage. The landlord provided an estimate from *Kent* to show the cost to complete the repairs and as such, I find that the tenants are responsible for the cost to repair the kitchen ceiling.

Item # 2: Living room ceiling repairs (\$3000.00) – I asked the tenants if they had a report from the inspection that was conducted by the [REDACTED] on October 29, 2024, and tenant 1 responded that he did not have a copy of the report but rather a case number, nor had he submitted it as evidence to support his defense. I asked tenant 1 to tell me in his own words what the inspector's outcome of the investigation was, and he responded that he did not remember. Given that the inspection occurred after the mechanism was changed, I find that the inspection would not be able to determine if the leak was caused by a faulty mechanism. I asked the landlord the age of the plumbing in the tenant's bathroom, and he responded that the pipes were copper pipes with pex and only 8-9 years old and he testified that the pipes were not leaking in any way.

I accept the testimony of the landlord's representative and the testimony of witness 1 that there was no problem with the pipes in the bathroom and that the only logical explanation for the water leak was an abundance of water on the tenant's bathroom floor over time which seeped down through the tiles into the dining room of the unit directly below.

In accordance with Section 9-3 of the *Policy* as stated above, I find that the landlord was able to show that the damage exists, and the landlord's representative was able to rationalize how the damage occurred which shows that the tenants were negligent in causing the damage. The landlord provided an estimate from *Kent* to show the cost to complete the repairs and as such, I find that the tenants are responsible for the cost to repair the dining room ceiling

Item # 3: Shower area repairs – (\$2000.00) – As the landlords claim for item #2 above has been successful, I find that the tenants are responsible for the cost to repair the damage to the shower area.

14. With regards to the amount that shall be awarded to the landlord, a review of the quote from *Kent* shows \$2,752.85 for the cost of materials to complete all the work to the 3 different areas. Also, the landlord is seeking \$5,000.00 for labor costs to complete the work and remove the debris and witness 1 testified that the landlord has paid him approximately \$1000.00 to date for the work he has completed. Research shows that the average wage of a contractor in *Newfoundland and Labrador* is \$39.20 which means that the landlord has estimated that it will take approximately 128 hours to complete the work or 64 hours each for 2 persons. I do not accept that 64 hours each for 2 persons is a reasonable timeframe to have the work completed, and based on the photographs of the damage, I find that 20 hours each for 2 persons is a more reasonable timeframe to have the work completed. I find that the tenants are responsible for the cost of labor in the amount of \$1568.00 (\$39.20 x 40hrs).
15. In conclusion, I find that the tenants are responsible for the cost of damages including labor and clean up in the amount of \$4320.85.

Decision

16. The landlord's claim for compensation paid for damages succeeds in the amount of \$4320.85.

17. The tenants shall pay the landlord \$4320.85.

October 14, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office