

## Residential Tenancies Tribunal

Application 2025-0130-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 9:00 a.m. on 16-April-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” and [REDACTED] as a supportive person, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the Landlord” was represented by [REDACTED], who attended via teleconference.
4. [REDACTED] was called into the teleconference by the landlord’s representative as a witness.

### Preliminary Matters

5. The tenant submitted an affidavit with their application stating that they have served the landlord with the notice of the hearing via prepaid registered mail on 1-April-2025 (TT#1). The landlord’s representative acknowledged receiving the notice of the hearing more than ten days before the hearing date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
6. There is a written month-to-month rental agreement that commenced on 1-October-2023. Rent is \$910.00 per month due on the first of each month. A security deposit of \$656.25 was collected on 29-September-2023 and is still in landlord’s possession.
7. The tenant amended their application to include hearing expenses of \$57.30.

### Issues before the Tribunal

8. The tenant is seeking:
  - Compensations paid for the inconveniences \$794.00;
  - Rent reduced \$88.00 per month until repairs made;
  - Hearing expenses \$57.30.

## Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 4-2: *Tenant's request for repairs*, Section 12-1: *Costs*.

### **Issue # 1: Compensations paid for the inconveniences \$794.00**

#### Relevant Submissions:

11. The tenant submitted a copy of the request for repairs signed and dated 19-September-2024 to remove black mold in the bathroom and to fix water leaking in living room floor. The tenant requested the repairs to be completed on or before 26-September-2024 (TT#2).

#### Tenant's Position:

12. The tenant claims that she has been significantly inconvenienced for a period of nine months, from the end of June 2024 until the present date, due to a persistent issue with water leakage under the flooring in her living room.
13. She explained that she first noticed the floor was wet in June 2024, and she reported the issue to the building superintendent in July 2024. The tenant submitted photographic evidence showing the condition of the flooring (TT#3) and stated that the superintendent provided her with a dehumidifier, which she ran daily. Despite this, the tenant claims the source of the problem appeared to be a structural issue—likely with the foundation and water coming in from the outside. According to the tenant, no substantial repairs were undertaken by the landlord throughout July, August, and September to address the issue with the wet floor. On 19-September-2024, she submitted a formal repair request, which she states was ignored by the landlord. The tenant acknowledged that one portion of her repair request was completed within the required time frame—specifically, the removal of black mold under the bathroom sink. However, she asserts that the leak under the living room floor remained unresolved. The tenant further stated that the amount of water worsened in October, and during November, continuous rain caused increased water accumulation in the unit, making the living room unusable. She stated that the flooring was finally removed and replaced at the end of November 2024. The tenant stated that the flooring in the living room remains wet as up to today's date. The tenant is seeking compensation for the loss of use of her living room over a nine-and-a-half-month period, at a rate of \$87.81 per month, totaling 794.00.
14. The tenant is requesting that the landlord compensate her for the ongoing inconvenience and loss of using the living room during this time.

#### Landlord's Position:

15. The landlord disputes the tenant's claim regarding the duration and severity of the inconvenience caused by the wet flooring. However, the landlord acknowledged that they received concerns from the tenant about water under the flooring in the living room and confirmed that they provided a dehumidifier to the tenant. The landlord stated that, following the tenant's concerns, they initiated an external investigation to determine the source of the issue and noted that only one unit in the building—the tenant's—was affected. The landlord's representative acknowledged receiving a formal repair request from the tenant

and confirmed that one portion of the request was completed, specifically the removal of mold under the bathroom sink. The landlord further stated that they continued investigating the cause of the water ingress and completed the necessary repairs by the end of November 2024. According to the landlord's representative, the work included drying out the concrete, removing the damaged flooring, installing new flooring, and completing exterior work, including the extension of a system to divert water away from the building. The landlord's representative maintains that all appropriate steps were taken to address and resolve the issue.

16. The landlord requested that a witness, the Resident Manager, be called to provide supporting testimony.

Witness statement:

17. The witness testified that he received concerns from the tenant about the wet flooring and was collecting information about the issue. The witness stated that he delivered a dehumidifier to the unit and asked the tenant to use it daily. The witness stated that after receiving a request for repairs in September he removed mold in bathroom and painted the affected area right away and began investigating the source of the issue, submitted a work order, and initiated efforts to resolve the water leakage. This included implementing a drainage extension system outside the building to redirect water.
18. The witness confirmed that the replacement of the flooring was completed in November 2024, and it took approximately 7 to 10 days to dry out the subfloor and install new flooring. He stated that during this time, the living room was temporarily cleared of furniture but, to his knowledge, the room was otherwise being used normally by the tenant both before and after the repairs. He recalled receiving a renewed concern from the tenant on 17-March-2025, regarding water under the flooring. He further stated that there were no additional complaints from the tenant from the completion of the work in November until March 2025, which coincides with a period during which the ground was frozen and no further leaking occurred and at that time when he received a new complaint, he informed his supervisor that the earlier repairs may not have fully resolved the problem.

**Analysis**

19. I accept the tenant's testimony that she was inconvenienced by the presence of water under the flooring in her living room since June-2024 and that she reported the issue to the landlords in July-2024. I acknowledge that the landlords responded by providing a dehumidifier and initiating an investigation to determine the source of the issue.
20. Section 4-2 of the *Policy* states: *a tenant who requires a landlord to make repairs to the rental unit, may give the landlord a written request to make the necessary repairs within a reasonable time.*
21. I accept that a repair request was submitted by the tenant on 19-September-2024 and that the landlords did complete one portion of the request—removal of mold under the bathroom sink—before 26-September-2024, as per tenant's request. I also accept that the tenant submitted a request for repairs on 19-September, therefore any inconvenience experienced prior to that date due to the wet flooring would not be considered compensable. While the tenant stated that the issue with water under the living room flooring persisted and that no further action was taken until November, I find that the seven-day period the tenant expected for the issue to be resolved was not reasonable given the nature of the problem. I accept that the landlords took reasonable steps within the reasonable timeframe to address the issue, considering the nature and complexity of the

problem. I find that exterior drainage work and replacement of the flooring completed by the end of November-2024 falls within a reasonable timeframe for addressing such a significant issue. I accept that the landlord took appropriate steps to prevent further water leak following the completion of those repairs.

22. Furthermore, I accept that there were no complaints raised by the tenant about the flooring following work in November-2024 up until 17-March-2025, and as such the landlords reasonably believed that the repairs had resolved the issue. While the tenant reported that the issue with water underneath the flooring returned in 17-March-2025, I accept that she did not submit a new repair request at that time.
23. For these reasons, I find that the tenant's claim for compensation due to inconvenience does not succeed.

#### **Decision**

24. The tenant's claim for compensations paid for the inconvenience does not succeed.

#### **Issue # 2: Rent reduced \$88.00 per month until repairs made**

##### Tenant's Position

25. The tenant is seeking that repairs are made and that the rent reduced by \$88.00 per month until those repairs are completed. The tenant stated that the flooring in the living room remains wet, and as a result, she is still unable to use that space.

##### Landlord's Position

26. The landlord's representative disputed the tenant's claim.

#### **Analysis**

27. I accept the tenant's testimony that the flooring in the living room remains wet. However, as previously determined in paragraph 21 of this decision, the landlord took all reasonable steps to address and resolve the issue with flooring as per tenant's request dated 19-September. Because the tenant raised no further complaints between the completion of those repairs in the end of November-2024 and mid-March-2025, the landlord was entitled to conclude that the matter had been resolved. I also find that the tenant did not submit a new request for repairs since the issue with flooring reappeared. Accordingly, there is no basis for a rent reduction or additional repairs request.

#### **Decision**

28. The tenant's claim for rent reduced and repairs made does not succeed.

#### **Issue # 3: Hearing expenses \$57.30**

##### Relevant Submission

29. The tenant paid \$20.00 for the application fee and \$37.30 for registered mail services and is seeking reimbursement. The tenant submitted a copy of the receipts to support their claim (TT#4,5).

## **Analysis**

30. Section 12-1 of the *Residential Tenancies Policy* states that in general, claimable costs may include the filing fee and costs incurred in serving another party with the application or with the evidence. As the tenant's claim for losses has not been successful as per paragraphs 24 and 28, I find that the landlord is not responsible for those expenses.

## **Decision**

31. The tenant's claim for hearing expenses does not succeed.

## **Summary of Decision**

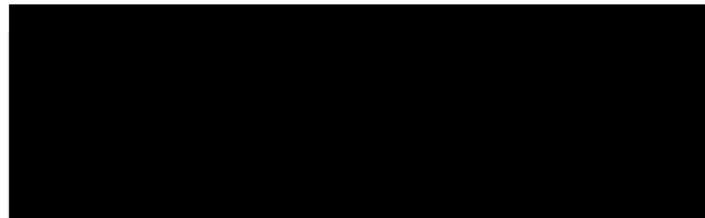
32. The tenants claim for compensation paid for inconvenience does not succeed.

33. The tenant's claim for rent reduced and repairs made does not succeed.

34. The tenant's claim for hearing expenses does not succeed.

April 28, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office