

Residential Tenancies Tribunal

Application 2025-0242-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:06 a.m. on 23-April-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "the tenants" attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED], hereinafter referred to as "the landlord" and [REDACTED] as a supportive person, attended via teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they served the landlord with the notice of the hearing electronically on 11-April-2025 (TT#1) and submitted proof of sent text on that date. The landlord's representative acknowledged receiving the notice of the hearing on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a written fixed term rental agreement which commenced on 15-December-2024 until 31-December-2025. Rent is \$1100.00 per month due on 1st of each month. A security deposit of \$825.00 was collected on 19-November-2024 and is still in landlord's possession.

Issues before the Tribunal

6. The tenants are seeking:
 - Compensation paid for Inconvenience \$4600.00;
 - Compensation paid for Damages \$22125.00;
 - Rent refund \$3850.00.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

8. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 2-6: Landlord Obligation, Section 8-6: Order for repairs, Section 9-4: Compensation for Damages to Tenant's Personal Property, Section 4-2: Tenant's request for repairs.

Issue #1: Compensation paid for Inconvenience \$4600.00

9. The tenants are seeking compensation paid for inconvenience according to the ledger as follows:

2	Costs associated with external accommodations	600
3	after pest control services * 2 days	
4	Emotional damages	4000
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Tenant's Position:

10. The tenants are seeking compensation for inconvenience in the total amount of \$4,600.00. According to the submitted ledger, they are claiming \$4,000.00 for emotional damages experienced throughout the tenancy due to the presence of fleas and \$600.00 for costs incurred while staying outside the unit following pest control treatments. The tenants stated that on three occasions, they had to vacate the unit for approximately six to eight hours each time due to the pest control service. They further explained that, given it was winter and they have two young children (aged two and four), they could not remain outside and instead rented an Airbnb for a few hours to accommodate their family during those periods and spent extra monies as they were not able to cook in the unit.

Landlord's Position:

11. The landlord's representative disputed the tenant's claim, stating that the pest control company recommended the unit remain unoccupied for five to seven hours following treatment, and that all services were performed during the day. The landlord's representative also argued that there was no documentation or receipts provided by the tenants to support the claimed expenses and that the amount of \$600.00 is unreasonable given the short duration of time they were required to be outside the unit.

Analysis

12. With regard to the claim for \$4,000.00 for emotional damages, I find that the Residential Tenancies Tribunal does not have jurisdiction to award compensation for emotional distress or pain and suffering. As such, that portion of the claim cannot be considered.

13. In terms of the \$600.00 claimed for expenses incurred due to the pest control treatments, I asked the tenants if they informed the landlord about this inconvenience and if they submitted any evidence like receipts, booking confirmations, or other documentation to support their claim. The tenants confirmed that they did not submit any evidence to support their expenses. While I acknowledge the tenants' circumstances, including the presence of young children and the inconvenience of leaving the unit during winter even for a couple of hours, the tenants did not provide sufficient evidence to support the claim for \$600.00 related to temporary accommodations after pest control treatments. For those reasons I find that the tenants' claim cannot be successful.

Decision

14. The tenants' claim for compensation paid for the inconvenience in the amount of \$4,600.00 does not succeed.

Issue #2: Compensation paid for damages \$22,125.00.

15. The tenants are seeking compensation for damages according to the damages ledger as follows:

1	Dining table + 4 chairs	400
2	Sofa 6 sections	2,850
3	Coffee tables x 3	400
4	Lamps	200
5	Curtains + curtain rods	100
6	Bed king size	2,500
7	Chairs 9 x 1	600
8	Shoes Box	110
9	Carpets x 6	200
10	Steamer	180
11	Bedding, towels, blankets, pillows	880
12	Toddler bed + mattress	280
13	Baby crib + mattress	450
14	Toddler table and chairs	50
15	Toys, Books	400
16	Travel suitcases x 10	1000
17	TV x 2	1300
18	Electronic appliances	1200
19	Stroller	350
20	Instruments	400
21	Car seats	240
22	Kitchen appliances	1350
23	Drawers	115
24	Other	700
25	Adult clothes, shoes, accessories (1350 each x 2)	3500
26	Kids clothes, shoes, jackets (1250 each x 2)	2500
27		
28		
	Total	22,125

Tenant's Position:

16. The tenants also submitted a copy of the repair request to the landlord (TT#2). This request included two issues: the need to address the flea infestation and a concern about an electrical issue in the bathroom. The tenants testified that both issues are not completed.

17. The tenants are seeking compensation for damages in the amount of \$22,125.00. They submitted a ledger, which consists of the full replacement cost of their belongings. The tenants stated that they found the information that fleas can live in their egg stage for up to one year and may remain hidden in furniture or other household items. The tenants explained that they are afraid the flea infestation may persist even after they move out from current rental unit. Based on this concern, the tenants stated that, in order to feel safe in a new home, they intend to leave behind or dispose of all of their current possessions and replace everything from scratch.

Landlord's Position:

18. The landlord's representative disputed the tenant's claim, stating that fleas are limited in their mobility—able to jump only a few inches—and that the tenants' belongings have not

been destroyed, discarded, or replaced. The landlord's representative emphasized that the items remain in the tenants' possession and that the tenants have not taken any steps to dispose of the items or provide evidence of actual damage or loss.

19. The landlord's representative requested to call the witness.

Witness Testimony:

20. The witness, residential manager of the property, stated that a move-in inspection was conducted before the start of the tenancy, and no major issues or evidence of bugs or fleas were identified at that time. He further testified that there have been no reports of fleas or bugs in any neighboring units within the building.
21. The witness acknowledged that the tenants' first complaint regarding fleas was received on 16-December-2024. In response, the landlord arranged for a pest control company to provide treatment. He confirmed that three treatments were conducted throughout the tenancy, and that the landlord made every effort to address the infestation.
22. The witness also testified that the pest control company provided instructions for the tenants to follow after each treatment, which included vacuuming daily and refraining from using any other chemical treatments. He stated that the tenants used additional chemicals in the unit less than three weeks after the pest control treatment was performed on 22-January-2025, contrary to the company's recommendations.
23. Regarding the tenants' repair request, the witness acknowledged that the tenants submitted a formal request to address both the flea infestation and an electrical issue in the bathroom, specifically exposed wires. He stated that the landlord responded by arranging an electrician to complete the repair and completed three pest treatments.

Analysis

24. Section 8-6 of the *Residential Tenancies Policy* states: *the tenant would be required to submit evidence showing the following:*
 - *That the landlord had failed to comply with statutory condition 1, and that the unit is in a state of disrepair or that it is not in compliance with a law respecting health, safety or housing.*
 - *That the Tenant's Request for Repairs was properly served on the landlord and*
 - *That the landlord had been given a reasonable amount of time to complete the repairs.*
25. I accept the evidence provided by the tenants that the unit is infested by fleas (TT#3), and that the tenant's informed the landlords about their concerns on 16-December-2024. I also accept that the tenants issued a formal request for repairs on 18-March-2025, with a stated date of completion on or before 19-March-2025. I find that according to the Section 8-6 of the *Policy*, as stated above, the timeframe requested by the tenants was not reasonable for the landlords properly assess and complete the necessary work. I accept both the landlord's and the tenant's testimony that the landlords arranged the third pest control treatment after the request was issued, on 10-April-2025. Additionally, I accept that the landlords addressed the electrical issue shortly after the request was issued. While the tenant confirmed that the electrical issue was resolved, they noted that the wall remains open where the repairs were made. Based on the timeline, I find that the tenants did not allow a reasonable amount of time for the landlord to carry out the repairs. I further find that

the landlord took appropriate steps within a reasonable period to address both issues identified in the repair request.

26. I asked the tenants if they used any additional chemicals after the professional pest treatment was performed. The tenants confirmed that they used body spray in January, as flea bites persisted and that tenant 1 experienced severe allergic reaction.
27. During the hearing, I asked the tenants why they believed all of their belongings were irreparably damaged by the infestation. The tenants responded that, due to the risk of flea eggs surviving for up to a year, they cannot bring any items with them to a new residence. I also inquired whether they believed any items could be cleaned or treated before moving, and they responded that they did not believe so. I further asked whether they had any photographic evidence of damage, receipts or documentation to support the amounts listed in the ledger, and they acknowledged that they did not.
28. I find that the tenants did not provide sufficient evidence to demonstrate that the items in question were damaged or rendered unusable as a direct result of landlord's willful or negligent act. The tenants failed to provide photographs, receipts, or any proof of disposal or replacement of any items listed on their damage's ledger. I do not accept the assertion that all household items cannot be effectively cleaned or treated and that all of the tenant's possessions must be disposed. For those reasons I find that the landlord is not responsible for the costs of future replacement of tenant's all household items.

Decision:

29. The tenants' claim for compensation paid for damages does not succeed.

Issue # 3: Refund of Rent \$3850.00

30. The tenants submitted a rental ledger to support their claim, see the copy below:

1 Dec 2025	Rent	550.00
1 Jan 2025	Rent	1100.00
1 Feb 2025	Rent	1100.00
1 March 2025	Rent	1100.00

Tenant's Position:

31. The tenants are seeking a rent refund in the amount of \$3,850.00 for the entire tenancy period. The tenants stated that they provided the required security deposit and submitted all necessary documents before the start of the tenancy, as requested by the landlord and paid rent in full. The tenants believe they fulfilled all their obligations, asserting that the landlords failed to meet their obligations to provide safe and habitable accommodations.
32. The tenants reported that they discovered the presence of fleas on 15-December-2024, on the first day of their tenancy. They notified the landlord immediately and continued to raise the issue throughout the tenancy. Despite pest control services being arranged on three occasions, they stated that the issue persisted for the duration of their tenancy, and they continued to experience flea bites. The tenants provided photographic evidence to support their claim, showing the ongoing presence of fleas from the first day up until present day (TT#3). The tenants stated that all members of the family continued to experience flea bites, however the tenant 1 has an allergy to insect bites, which worsened the impact of the infestation on their health and comfort. The tenants empathized that the presence of the fleas in the unit significantly affected their well-being and quality of life.

Landlord's Position:

33. The landlord's representative disputed tenant's claim for rent refund. They stated that they made all reasonable efforts to address the issue of fleas in the unit and carried out three pest control treatments since they received complaints without any charges to the tenants.

Analysis

34. During the hearing, I asked the tenants whether they noticed any signs of bugs during the initial viewing of the unit. They stated that they did not observe any bugs at that time. They also noted that they had never experienced any issues with fleas in any of their previous residences, indicating that this was their first experience with such a problem.
35. While the landlord's representative disputed the refund claim and noted that pest control was provided three times, I accept that the landlord did take steps to address the problem. However, I find that the tenants' concerns were raised promptly and consistently, and that the photographic evidence supports the presence of an ongoing issue. According to the Section 2.6 of the *Residential Tenancies Policy Manual*, landlords are responsible for ensuring that rental premises are in good repair and fit for habitation and as such, I find that the landlord failure to resolve this issue in a timely and effective manner and it is not reasonable or acceptable for tenants to endure an ongoing pest issue from the first day of occupancy during whole tenancy.
36. As the tenants continued to reside in the unit despite the issue, I do not find it appropriate to order a full refund of rent. However, based on the ongoing habitability concerns, I find that a partial refund is justified. After considering all the evidence, I find that the tenants are entitled to a refund of 50% of the rent paid during the period in question, as compensation for the ongoing presence of fleas in the rental unit, which I accept significantly interfered with the tenant's ability to peacefully enjoy the property.

Decision

37. The tenant's claim for refund of rent succeeds in the amount of \$1925.00.

Summary of Decision

38. The tenant's claim for compensation paid for inconvenience does not succeed.
39. The tenant's claim for compensation paid for damages does not succeed.
40. The tenant's claim for refund of rent succeeds in the amount of \$1925.00.

April 29, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office