

Residential Tenancies Tribunal

Application 2025-0335-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:47 p.m. on 26-May-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had served the landlord the notice of hearing document electronically by email to: [REDACTED] on 4-May-2025 (TT#1). The landlord confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 14-April-2021. The tenant vacated the unit on 1-February-2025. Rent was \$1350.00 per month due on the first day of each month. A security deposit was never paid.

Issues before the Tribunal

6. The tenant is seeking:
 - Return of possessions valued at \$3200.00

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*.

Issue # 1: Return of Possessions valued at \$3200.00

Tenant’s Position

8. The tenant testified that she vacated the unit on 1-February-2025 as the landlord had informed her that he was selling the property. The tenant testified that she left a shed on

the property which costs her approximately \$3200.00 to build in April 2023. The tenant testified that she made every effort to either remove or sell the shed but was unsuccessful in doing so and she is seeking to be reimbursed for the cost of the shed as it was sold to the new owners with the property.

Landlord's Position

9. The landlord did not dispute that the shed was sold with the property to the new owners, however he disputed that he should reimburse the tenant for the cost of the shed. The landlord testified that he allowed the tenant to build the shed with the expectation that she would be a long-term tenant, but personal circumstances changed, and he was forced to sell the unit. The landlord stated that the tenant had plenty of time to make arrangements to have the shed removed from the property as he notified her in November 2024 that he was listing the property for sale, and he stated that the closing date wasn't until March 2025. The landlord also testified that it cost him \$500.00 to hire a boom truck to move the shed 2 feet of the easement as a condition of the sale of the property.

Analysis

10. I accept the tenant's testimony that the shed cost \$3200.00 to build in 2023 and I accept that she made every effort to either remove the shed from the property or sell it but was unsuccessful in doing so; however, I do not accept that the landlord should reimburse the tenant for the cost of the shed. The tenant made a decision to build a structure on the landlord's property and when she failed to have the means to either remove it or sell it, the landlord was stuck with this structure on his property that he never asked to be placed there. I accept the landlord's testimony that he had to incur the costs to move the shed in the amount of \$500.00 as it was built on an easement and had to be moved as a condition of the sale of the property. Landlords should not incur any financial loss due to the actions of tenants and landlords are only obligated to store personal belongings for 30 days. For those reasons, I find that the landlord is not responsible to reimburse the tenant for the cost of the shed.

Decision

11. The tenant's claim to have possessions returned valued of \$3200.00 does not succeed.

June 4, 2025

Date

Pamela Pennell, Adjudicator
Residential Tenancies Office