

## Residential Tenancies Tribunal

Application 2025-0465-NL

Oksana Tkachuk  
Adjudicator

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### Introduction

1. Hearing was called at 1:45 p.m. on 3-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

### Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via email to: [REDACTED] on 20-June-2025 (TT#1). The tenant submitted proof of sent email and testified that they used this email address for communication since the beginning of the tenancy. The landlord confirmed receiving a 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 month-to-month rental agreement which commenced on 1-February-2025. Both parties verbally agreed that the tenancy will last around 3 to 4 months. The tenant vacated on 1-June-2025. Rent was \$700.00 per month, due on the first of each month. A security deposit was not collected.

### Issues before the Tribunal

6. The tenant is seeking:
  - Other expenses \$700.00.

### 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*.

## Issue #1: Other expenses \$700.00

### Tenant's Position

9. The tenant is seeking \$700.00 as reimbursement for one month's rent, claiming the landlord failed to disclose important information prior to the start of the tenancy. First, the tenant stated that she was not informed that a cat would be present in the unit. She claims that one of the other tenants in the shared accommodation had a cat, and she only found out after moving in. Second, she stated that she was not informed about the presence of security cameras inside the unit. She discovered them six days after moving in and believes they are a breach of her privacy. The tenant acknowledged that she had a virtual viewing prior to signing the rental agreement but maintains that the cameras were not visible or mentioned. Third, the tenant claimed that during the month of April, she found a dead mouse in the unit and informed the landlord. She also saw mousetraps in the laundry room and believes there was a rodent infestation. She argues that the landlord had a duty to inform her of such conditions before entering into the rental agreement. The tenant submitted photographic evidence to support their claim (TT#2).
10. As a result of these three issues, the tenant believes the landlord should compensate her for one month's rent.

### Landlord's Position

11. The landlord disputed the tenant's claim for compensation, asserting that he fulfilled his obligations as a landlord. He noted that the tenant conducted a virtual viewing of the unit before signing the lease.
12. Regarding the cat, the landlord stated that the tenant did not raise any concerns about the presence of pets prior to moving in. He explained that when the tenant later learned of the cat, she sent him a message indicating that her concern was not about the cat itself but about not being informed beforehand. The landlord submitted a screenshot of this conversation as evidence (LL#1). With respect to the cameras, the landlord explained that there are three cameras installed in the common areas (foyer, kitchen, and living room) due to security concerns, as the unit is located downtown where break-ins are common. He emphasized that the cameras are not in any private areas such as bedrooms or bathrooms. Two cameras face the ceiling, and one is near the entrance door. Regarding the alleged rodent issue, the landlord acknowledged that the tenant reported finding a mouse during April. He stated that he went to the unit the following day, removed the mouse, and cleaned the area. He also noted that he visits the property regularly to take out garbage and ensure it remains clean. He maintained that there was no infestation, and that the apartment is kept in good condition compared to other similar rental units.
13. For these reasons, the landlord does not believe any rent compensation is warranted.

### **Analysis**

14. The tenant is seeking reimbursement of other expenses, which I interpret from her testimony to be a request for a *refund of rent* for one month in the amount of \$700.00. I acknowledge that the tenant is seeking reimbursement of rent based on the presence of a cat, security cameras, and a reported mouse in the unit.
15. I accept both the tenant's and the landlord's testimonies, that the tenant conducted a virtual viewing prior to signing the rental agreement. While the landlord did not explicitly

inform the tenant about the presence of a cat or the security cameras, the tenant did not ask about the matters that she later raised in her claim. I accept that it is the responsibility of the tenant to assess the suitability of the unit before entering into a rental agreement, including whether the conditions meet their personal needs or concerns. Therefore, I find that the landlord did not withhold information about these matters. The landlord's installation of cameras in shared common areas for safety purposes does not appear to breach the *Residential Tenancies Act*. From the evidence presented, it appears that there was a lack of communication or clarification between the parties prior to the tenancy commencing.

16. According to the Section 2-6 of the *Policy Landlord Obligation*, *The Landlord is required to maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing*, and as such, with respect to the rodent issue, I accept the tenant's testimony that she found a mouse in the unit during the tenancy. I also accept the landlord's testimony that he responded promptly by attending the next day to remove the mouse and clean the unit. The tenant failed to submit sufficient evidence indicating that there was an ongoing infestation.

17. Based on the evidence presented and the testimonies of both parties, I find that the landlord acted within his obligations under the *Residential Tenancies Act*. As such, I do not find that compensation for one month's rent is warranted in this case.

#### **Decision**

18. The tenant's claim for other expenses does not succeed.

July 8, 2025

Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office