

Residential Tenancies Tribunal

Application 2025-0551-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 10:01 a.m. on 8-August-2025.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the tenants”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they have served the landlord with the notice of hearing electronically via email on 19-July-2025 (TT#1). The landlord confirmed receiving the notice of hearing on that day. In accordance with the *Residential Tenancies Act, 2018* this is good service, I proceeded with the hearing.
5. There is a verbal month-to-month rental agreement which commenced on 1-June-2025. Rent is \$1200.00 per month, due on the first of each month. Due to the contradictory testimony of the landlord and the tenants regarding the amount of security deposit paid, this issue will be addressed in this decision.
6. The tenants amended their application to include hearing expenses of \$20.00.
7. The evidence submitted after the hearing will not be considered for the purpose of this decision, as it was not submitted in a timely manner in accordance with the *Residential Tenancies Act*, which requires all evidence to be provided to the respondent and the Tribunal at least three days prior the hearing.

Issues before the Tribunal

8. The tenants are seeking:
 - Validity of the notice of termination;
 - Compensation paid for inconvenience \$1400.00;
 - Repairs made: Rent reduced to \$600.00; Rent paid in trust;
 - Hearing expenses \$20.00.

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 12-1: Costs, and the following section of the *Residential Tenancies Act, 2018*, Section 10: Statutory conditions.

Issue #1: Validity of the notice of termination

Tenants' Position

11. The tenants stated that they received a termination notice on the same day they submitted a request for repairs, which was 14-June. The termination notice was dated 13-June and required them to vacate the premises was by 13-September. They provided a copy of the termination notice and stated they are questioning its validity, as it was issued shortly after they moved into the property and began experiencing issues with the toilet, heat, and oven. They believe the landlord issued the termination notice after their complaints about the property's condition. The tenants submitted a copy of the termination notice to support their claim (TT#2).

Landlord's Position

12. The landlord stated that she issued a standard termination notice because she wants the tenants to vacate the premises, as they have been causing her and her family significant stress. She stated that she believes the notice was issued in accordance with standard procedures.

Analysis

13. The notice was served under Section 18 of the *Residential Tenancies Act, 2018* which states:

Notice of termination of rental agreement

18. (2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

- (a) *not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;*
- (b) *not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and*
- (c) *not less than 3 months before the end of the term where the residential premises is rented for a fixed term.*

.....

(9) In addition to the requirements under section 34, a notice under this section shall

- (a) *be signed by the person providing the notice;*
- (b) *be given not later than the first day of a rental period;*

- (c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and
- (d) be served in accordance with section 35.

14. After reviewing the termination notice, I find that it was dated 13-June, with a move-out date of 13-September. I find that this termination notice is not valid. According to Section 18 of the Residential Tenancies Act as stated above, a standard termination notice for a month-to-month tenancy must be issued not less than three months before the end of the rental period. In this case, the rental period begins on the 1st day of each month. Therefore, I find that the landlord failed to comply with the requirements of the Residential Tenancies Act, and the termination notice is not a valid notice.

Decision

15. The termination notice is not a valid termination notice.

Issue #2: Compensation paid for the inconvenience \$1400.00.

Relevant Submission:

16. The tenants testified that they were inconvenienced from the first day of the tenancy due to problems with the unit and they are seeking compensation for their inconveniences in the amount of \$1400.00. The tenants submitted a copy of an inconvenience ledger to support the claim, see copy of ledger below:

| 1 | Missed day of work due to toilet | \$ 250.00 |
|---|----------------------------------|-----------|
| 2 | 6 days of no toilet | \$ 250.00 |
| 3 | 24 days and counting no heat | \$ 250.00 |
| 4 | 24 days no heat | \$ 250.00 |
| 5 | 4 loads of garbage to dump! | \$ 200.00 |

#1 & 2: Missed day of work due to the toilet issue \$250.00;
6 days of no toilet \$250.00;

Tenant's Position:

17. The tenants are seeking \$250.00 for a missed day of work due to the toilet issue, which occurred when they moved in. The tenants stated that the non-functional toilet required their immediate attention as they have 5 small children, which involved finding an alternate solution until the toilet was fixed several days later. The tenant's testified that they had no choice but to drive back and forth to a nearby gas station so all family members could use the public washroom facilities. The tenants stated that on this first day without a toilet, the tenant had to take an emergency day of leave from his workplace to deal with the problem and as a result he incurred a loss of wages, and the tenants are seeking to be reimbursed for the lost wages and the costs of gas to drive back and forth several times that day.

18. The tenants are also seeking \$250.00 for six days without a usable toilet. They stated that during this period, they had to use a bucket in the shed as the toilet was non-functional, causing them to be significantly inconvenienced.

19. Additionally, the tenants stated that they paid \$200.00 directly to a plumber to fix the problem after multiple service attempts. According to them, the plumber discovered, after

multiple trips, that the issue was due to cut and glued insulation in the vent pipe, which made the toilet non-functional. The tenants testified that they asked the landlord to pay for this repair; however, the landlord advised that the \$200.00 could be deducted from the security deposit, so the tenants paid the plumber directly instead of paying the remaining portion of the security deposit to the landlord.

Landlord's Position:

20. The landlord disputed the extent of the problem with the toilet, stating that she was in the premises a few days before the tenants moved in and the toilet was flushing at that time. She acknowledged that the issue was eventually resolved and agreed to cover \$200.00 for the repair from the security deposit. However, she does not agree to pay the additional monies being sought by the tenants.

#3: No oven \$250.00

Tenant's Position:

21. The tenants are seeking \$250.00 in compensation for the inconvenience of not being able to use the oven to cook for their large family. They stated that, at the time they submitted their application, the oven had been unusable for 24 days, and as of now, they have been without a working oven for more than 68 days. They explained that the oven was already broken when they moved in, and they have been relying on air fryers to prepare meals for their five children. The tenants are seeking compensation for the inconvenience they occurred during the month of June. The tenants stated that when a serviceman came to inspect the oven, he warned them not to use or even touch the oven due to safety concerns. He advised that the oven needed to be replaced. The tenants stated that it is not their responsibility to replace the oven and that they informed the landlord they could not properly cook for their family without it.

Landlord's Position:

22. The landlord did not agree to compensate the tenants for this inconvenience. She acknowledged that the oven was not working properly but stated that the tenants were still able to use it. She disputed that the oven needed to be replaced, claiming that only the element and the display required repair. She confirmed that the repair was not completed.

#4: No heat \$250.00

Tenant's Position:

23. The tenants are seeking \$250.00 for the inconvenience of having no heat for the month of June. They testified that when viewing the property, the landlord's representatives advised them not to use the furnace or the wood stove as both required servicing. The tenants explained that, upon moving in, they expected these appliances to be serviced and working; however, they found that no servicing had been completed. The tenants testified that they were also told not to use the furnace, and upon moving in, they discovered that the vents were full of rodent feces and droppings, and the system required cleaning and servicing, making it unsafe to operate. They explained that they attempted to use plug-in electric heaters and submitted evidence of low nighttime temperatures to demonstrate their discomfort (TT#3). They further stated that use of these heaters repeatedly caused fuses to blow, as the fuse panel was outdated and not up to code.

Landlord's Position:

24. The landlord stated that the wood stove had not been used for three years due to an issue with the wood emergency switch, however explained that the tenants could use the oil heat. While she did not dispute that the furnace required cleaning, she maintained that the oil heater was potentially usable.

#5: 4 loads of garbage to the dump \$400.00

Tenant's Position:

25. The tenants are seeking \$400.00 as reimbursement for the inconvenience they experienced in removing four loads of garbage and landlord's furniture and other belongings from the property. They stated that before moving in, the landlord's representatives showed them the rental unit and told them that everything in the house could be used if needed, or otherwise it would be removed prior the beginning of the tenancy. The tenants informed them that they already had their own furniture and only wished to keep the old fireplace for decoration, as well as the deep freezer, washer, and dryer. According to the tenants, the landlord's representatives appeared to be surprised to discover that the old, stained furniture and other items were left in the unit and acknowledged that all these items were in poor condition and essentially garbage and confirmed that everything else would be removed before their move-in date, as the unit was full of belongings in every room.

26. The tenants stated that, on the day they moved in, they were shocked to find that none of these items had been removed. They stated that they had to dispose of multiple urine-stained couches, three beds and mattresses, and three armchairs, all of which were stained and had a strong odor, making them unusable. They also claimed that before moving in, the landlord's representatives told them the property was the landlord's father's home, but nobody resided in the unit for around three years prior. The tenants stated they found piles of garbage bags in the basement, as well as a backyard garbage pile, metal, wood, and other debris. The tenants stated they made several trips to the dump themselves, while also arranging for a garbage company to collect more waste. They claim to have spent at least 20 hours cleaning and removing the garbage, while also caring for their five children during the process. They are seeking compensation for their self-labor.

Landlord's Position:

27. The landlord disputed the tenants' claim, stating that the unit was fully furnished, as described in the rental listing. She acknowledged that some garbage was left in the basement and backyard. She stated that much of the furniture was stored in the basement rather than left throughout the unit.

Analysis

28. Section 10 of the Residential Tenancies Act states:

Statutory conditions

10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. *Obligation of the Landlord* -

- (a) The Landlord shall 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.

29. Each item is analyzed as follows:

#1 & 2: Missed day of work due to the toilet issue \$250.00;
6 days of no toilet \$250.00;

30. In accordance with Section 10 of the Act, the landlord is obligated to maintain the residential premises in a good state of repair and fit for habitation. I find that the toilet is an essential part of the rental unit, and that the tenants experienced problems with the toilet immediately upon moving in.

31. I accept the tenants' testimony that they were inconvenienced as a result of a non-functional toilet for a 6-day period, and I also accept that the tenant had no choice but to miss a day's work to deal the immediate problem and to try to figure out a plan going forward. However, as the tenants failed to provide supporting evidence, such as a proof of lost wages, I am unable to award any monies for lost wages. I find that it is reasonable to expect that the trips back and forth to the public washroom would have cost the tenants approximately \$25.00 in gas. Also, this tribunal does not have the authority to award for pain and suffering. I find that the landlord is responsible for the cost of the tenant's gas consumption in the amount of \$25.00 and I find that the landlord is not responsible for the tenant's troubles to set up a substitute toilet as this falls under pain and suffering which is not a claimable cost.

32. I accept both the tenant's and the landlord's testimony that they agreed the total amount of the security deposit was to be \$500.00 as per their verbal rental agreement. I also accept that their testimony was contradictory regarding the actual amount that was paid to the landlord. I reviewed the proof of e-transfers submitted by the tenants as evidence (TT#4) and find that the tenants paid total of \$1470.00 to the landlord during the months of May and June. Therefore, I accept that portion of \$1200.00 was paid by the tenants against June rent, leaving a balance of \$270.00, which I determine to be a partial security deposit. Therefore, I accept that \$270.00 of security deposit is in the landlord's possession.

33. I accept the tenants' testimony that the plumber discovered that the issue was due to cut and glued insulation in the vent pipe, which made the toilet unusable. I find that as the toilet is essential part of the rental unit, and in this case the tenants experienced problems with the toilet immediately upon moving in, therefore I find that the landlord is responsible for the cost of repairing the toilet. I accept the testimony of both the tenants and the landlord that they verbally agreed the tenants would pay \$200.00 directly to the plumber, which was originally intended to be paid to the landlord as part of the security deposit. Therefore, I find that \$200.00 paid by the tenants directly to the plumber shall be added to the existing \$270.00 of security deposit by the landlord, resulting in bringing the total amount of the security deposit to \$470.00.

34. The landlord shall add \$200.00 paid in lieu of services to the existing security deposit, totaling the security deposit to \$470.00, with its disposition to be determined at the end of the tenancy in accordance with Section 14 of the Act.

35. The tenants' claim succeeds in the amount of \$25.00.

#3: No oven \$250.00

36. I accept both the landlord's and the tenants' testimony that the oven was not working properly since the beginning of the tenancy. I find the tenants' testimony more consistent, particularly their account that the oven was hazardous due to exposed wiring and that they were warned by a serviceman not to use it. I accept that when the tenants entered into this residential tenancy, they reasonably expected the oven to be functional for the duration of their tenancy.

37. I further accept that the oven was necessary for preparing meals. I accept the landlord's and the tenants' testimonies that the oven remained non-functional and was not used due to safety concerns, as warned by the serviceman. Given that the non-working oven had impacted the tenants, I accept that the tenants were significantly inconvenienced. However, this tribunal does not have the authority to award for pain and suffering.

38. Therefore, I find that the tenant's claim for compensation for the inconvenience due to non-functional oven during the month of June does not succeed.

#4: No heat \$250.00

39. I accept that the tenants did not use the heating systems since the start of the tenancy due to the lack of cleaning and servicing and concerns of fire risk. I also accept that, for a family with small children, having safe and functional heating is essential, even during the summer months. The fact that the heating system had not been used for at least three years, combined with the presence of rodent feces and lack of cleaning or servicing, supports the finding that the landlord failed to provide safe and habitable premises. However, this tribunal does not have the authority to award for pain and suffering.

40. Therefore, I find that the tenant's claim for compensation for the inconvenience caused by the lack of heat in the unit during the month of June does not succeed.

#5: 4 loads of garbage to the dump \$400.00

41. I accept both the tenants' and landlord's testimony regarding the presence of furniture and belongings in the unit. I accept that the landlord's representatives told the tenants that the unit would be ready and cleaned prior to move-in, and that unwanted old furniture and other belongings would be removed as they were under impression that these items were garbage. Therefore, I find the tenants' testimony more consistent and credible. I also accept, as confirmed by the landlord, that garbage and furniture remained in the unit at the time the tenants moved in.

42. Therefore, I find that the tenants were inconvenienced at the beginning of the tenancy by having to remove garbage, personal belongings, and old furniture that had been left in the unit. I accept that before they could properly move in, they were required to clear the landlord's belongings from the premises. I accept the tenant's testimony that there were multiple stained old couches, three beds, and mattresses as well as three armchairs, piles of garbage bags in the basement, and a large garbage pile in the backyard consisting of metal, wood, and other debris. Given the extensive number of items, I accept the tenant's testimony that they spent approximately 20 hours removing these materials and transporting them to the dump. As the tenants are seeking compensation for 20 hours of self-labor for preparing the unit for occupancy, I find this request to be reasonable and award it accordingly.

43. Minimum wage in Newfoundland and Labrador is \$16.00 per hour effective April 1, 2025. As per Section 9-3 of *Policy*, the self-labor rate is calculated as minimum wage +\$8.00 per hour, totaling to \$24.00 per hour. Calculation shows that the tenants self-labor totaling to \$480.00. However, as this tribunal is application-driven, I cannot award more than what was specifically requested in the application. The tenants sought \$400.00 in compensation for self-labor.

44. Accordingly, I find that the tenants' claim for compensation paid for the inconvenience due to the garbage removal succeeds in the amount of \$400.00.

Decision

45. The tenants' claim for compensation for inconvenience succeeds in the amount of \$425.00.

46. The landlord shall place \$200.00 in trust with the remainder of security deposit to be refunded to the tenant on the later date.

Issue #3: Repairs made, Rent paid in trust \$1200.00; Rent reduced \$600.00.

Tenant's Position:

47. The tenants testified that the landlord failed to complete necessary repairs to the rental unit which affected their ability to live there comfortably. They stated that, upon moving in, they were not aware that the oven was not working, the plumbing was leaking, and the heating system was not functional. The tenants submitted into evidence a written request for repairs dated 16-June, which listed the items needing repair (TT#5). They testified that, as of the hearing date of 8-August, none of the requested repairs had been completed. They are seeking a reduction of rent to \$600.00 per month and for rent of \$1200.00 for the months of July and August to be paid in trust until the repairs are completed.

Landlord's Position:

48. The landlord confirmed receiving Request of repairs on 16-June and did not dispute that the requested repairs were necessary and confirmed that they were not completed. She testified that she works hard and that the tenants have caused her significant stress. She expressed that she simply wants the tenants to leave without creating unnecessary stress.

Analysis

49. Section 10 of the Residential Tenancies Act sates:

Statutory conditions

10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. Obligation of the Landlord -

(a) The Landlord shall 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.

(b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the residential premises.

50. I accept the tenants' testimony that when they entered the tenancy, they were not aware that the oven was not working, that the piping was leaking, and that the heat was not functioning. I find these items to be necessary for the tenants to maintain a reasonable standard of living in the unit. Accordingly, I find that they were within their rights to request repairs on 14-June-2025. I accept that the tenants served a written request for repairs dated 14-June-2025 to the landlord personally on the same date, with a deadline of 20-June-2025. I accept that, as of the hearing date of 8-August-2025, repairs had not been completed. I also note that, at the time the tenants made their request for repairs, their June rent was fully paid. When asked about subsequent rent, the tenants stated that they are withholding rent while awaiting this Tribunal's decision, as they were uncertain how to proceed.
51. Pursuant to section 10 of the *Residential Tenancies Act*, as stated above, the landlord is required to maintain the residential premises in a good state of repair and fit for habitation throughout the tenancy. I further accept that, under section 10(b), the tenants did not know of the state of non-repair or unfitness of the premises when they entered the tenancy. Therefore, I find that the landlord has failed to meet their obligations under section 10 of the *Act* to maintain the premises in a good state of repair and fit for habitation. I accept that the tenants cannot use the stove for cooking and cannot use the heat in a present condition. These issues are impacting the use and benefit of a portion of the home. The inability to use these areas of the rental or be provided a promised service, are considered a rent increase, in accordance with Section 16 of the *Residential Tenancies Act*, 2018, as follows:

Rental increase

16.(5) Where a landlord discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment of the residential premises, the value of the discontinued service, privilege, accommodation or benefit is considered to be an increase in the amount of rent payable.

(6) The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).

52. As a result, I find that reduction is fair and sustainable in the circumstances, as it ensures that the landlord continues to receive rent income while also having the means to complete the repairs. I find it reasonable to reduce the rent to \$600.00 per month starting 1-July-2025 and continuing until such time as the repairs have been completed and the landlord has provided proof of this work to this Division and completed an affidavit stating same. Once the landlord has complied with the Order, the tenants will be instructed by our office to commence full rent payments to the landlord as per the rental agreement. I find that the tenant's claim to have rent paid in trust is unnecessary as the reduction in rent should be sufficient to ensure that the landlord complies with the decision of this tribunal.
53. Residential Tenancies Policy 4-2 states that "*If an order for repairs is issued and the tenant moves out before repairs are completed the landlord is required to complete the repairs prior to re-renting the unit.*"

Decision

54. The landlord shall:

- Have the stove repaired or replaced.
- Repair piping in the basement.
- Complete the service of furnace.

55. The tenants' claim to pay a reduced rent of \$600.00 per month commencing 1-July-2025 until such time as the landlord completes the repairs succeeds.

Issue #4: Hearing expenses \$20.00

Relevant Submission

56. The tenants paid \$20.00 for the application fee and is seeking reimbursement. The tenants submitted a copy of the receipt to support the claim (TT#6).

Analysis

57. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual: Costs*, and as the tenants' claim was successful as per paragraphs 45 and 55, the tenants will be awarded with \$20.00 filing fee.

Decision

58. The tenants' claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

59. The termination notice issued on 14-June-2025 is not valid.

60. The landlord shall pay the tenants \$445.00 as follows:

| | |
|-------------------------------------|----------|
| Compensation for inconvenience..... | \$425.00 |
| Hearing expenses..... | \$20.00 |

61. The landlord shall add \$200.00 paid in lieu for services to the existing security deposit, totaling the security deposit to \$470.00, with its disposition to be determined at the end of the tenancy in accordance with Section 14 of the Act.

62. The landlord shall make the following repairs:

- Have the stove repaired or replaced.
- Repair piping in the basement.
- Complete the service of furnace.

The landlord shall upon completion of the repairs shall provide proof of this work to this Board and complete an affidavit stating same.

63. The tenants shall pay a reduced rent of \$600.00 per month commencing 1-July-2025 until such time as the landlord completes the repairs.

October 15, 2025

Date

Oksana Tkachuk, Adjudicator
Residential Tenancies Office