

## Residential Tenancies Tribunal

Application 2025-0562-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 11-August-2025 at 1:48 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, was assisted in providing her evidence by [REDACTED]. Both the tenant and [REDACTED] attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by subsidiary corporation [REDACTED], which was itself represented by [REDACTED].

### Preliminary Matters

4. The landlord acknowledged that they were properly served.

### Issues before the Tribunal

5. Should the tenant's claim for repairs and rent to be reduced succeed?
6. Should the tenant's claim for a refund of rent succeed?
7. Should the tenant's claim for damages succeed?
8. Should the tenant's claim for compensation for inconvenience succeed?

### 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* (the *Act*).

### Issue 1: Repairs and Rent Reduction

10. The tenant has provided three separate requests for repairs in May 2025: T#1, T#2, and T#3. Each of them is in the prescribed form and meets the technical requirements the

Act imposes on all notices under s. 34. T#1 was issued on 29-May-2025 and requests that water accumulating under the living room floor be fixed on or before 13-June-2025. T#2 was issued on 13-May-2025 and requests that a screen for the tenant's bedroom window be installed on or before 28-May-2025. T#3 was issued on 22-May-2025 and requests that mouse holes into the premises be sealed on or before 27-May-2025.

11. Of these requests for repairs, only one has been completed. The mouse holes were sealed on 30-July-2025. The landlord highlighted efforts that have been made to address the tenant's issues, and I accept their evidence that have been attempting to remedy the issues in good faith. Nevertheless, they have a contractual and statutory duty to maintain the rental premises in good repair, and failure to comply with this duty can have financial penalties.
12. The tenant suggests an appropriate remedy would be an order that the landlord completes the repairs and that the rent payable become reduced until the repairs are completed. They suggest a rent reduction of \$303.00/month, representing about one third of the rent of \$910/month. The tenant testified that approximately one third of the space of the premises is unused or underused due to the necessity of operating around the water issue in particular.
13. I accept that the tenant's proposed remedy is appropriate. The tenant's claim for an order that repairs be completed and that rent be reduced in the meantime is granted.

#### **Issue 2: Rent Refund**

14. The tenant seeks a refund of rent corresponding to the rent reduction for the months of July and August. These months are after the requests for repair were issued and have already come to pass. I accept that the tenant's right to peaceful enjoyment of the premises was deleteriously affected by the conditions and the landlord's failure to effect repairs.
15. The tenant's claim for a refund of rent succeeds in the amount of \$606.00.

#### **Issue 3: Damages**

16. The tenant seeks compensation for damages to her personal possessions totaling \$2080.00 among 15 items. In order to succeed in such a claim, a tenant must provide sufficient evidence to establish the extent of any damages, that the damage was caused by the landlord's failure to maintain their rented premises in a good state of repair and fit for habitation, and the cost of repair or replacement. This should include documentary evidence where reasonably possible.
17. No evidence was provided showing the damaged items or the cost of repair or replacement. The tenant has failed to meet their onus and their claim for damages therefore fails, with the exception of item 2, the cost of storage bins. The tenant is not claiming for the cost of storage bins she says were damaged and is instead looking to be reimbursed for storage bins she had to buy to protect her food from mice while that issue went unaddressed. T#4 page 18 shows a receipt for five storage bins costing a total of

\$45.94 and T#4 page 19 shows a receipt for five more storage bins costing a total of \$44.91.

18. The tenant's claim for damages succeeds in the amount of \$90.85.

#### **Issue 4: Inconvenience**

19. The tenant claims \$572.50 in compensation for inconvenience caused by the landlord's failure to address mouse issue in a timely manner. \$50.00 of this claim was for lost groceries, \$67.50 was for cleaning supplies, and \$455.00 was for stress, well-being, and cleaning.
20. No evidence was provided of the destroyed groceries or of the cost of replacing them. This portion of the claim for inconvenience fails.
21. A photo was provided showing an example of the cleaning that needed to be done (T#4 page 20). The photo shows mouse droppings, which are toxic to humans. Receipts (T#4 page 17) were provided showing the costs of cleaning supplies totaling \$28.75. This portion of the tenant's claim succeeds in the amount of \$28.75.
22. This tribunal is compensatory in nature and awards money only for demonstrable financial loss. It does not make awards for stress, anxiety, and well-being. It can, however, make awards for cleaning. The tenant suggested she had done about 45 hours of cleaning up after mice in the unit after the request for repair was issued.
23. Self-labour is compensable at a rate of minimum wage + \$8/hour. This would be a total of \$24.00/hour. The amount being sought represents 19 hours of cleaning. I am satisfied on a balance of probabilities that the tenant spent at least 19 hours cleaning up after mice past the date the tenant's request for repairs was issued. This portion of the tenant's claim succeeds in the amount of \$455.00.
24. The tenant's claim for compensation succeeds in the amount of \$483.75.

#### **Decision**

25. The tenant's claim for an order that repairs be completed and to reduce rent until the repairs are completed succeeds.
26. The tenant's claim for a refund of rent succeeds in the amount of \$606.00.
27. The tenant's claim for compensation for damages succeeds in the amount of \$90.85.
28. The tenant's claim for compensation for inconvenience succeeds in the amount of \$483.75.
29. The tenant was successful in their claim and may seek to be reimbursed for their hearing expenses. They seek the \$20.00 application fee and the cost of registered mail. A receipt was provided for registered mail totaling \$20.06 (T#20). These expenses are granted.

## **Summary of Decision**

30. The landlord will be ordered to complete the repairs necessary to prevent the intrusion of water into the rental premises and provide the tenant with a window screen, as requested by the tenant in T#1 and T#2.
31. Until the repairs are completed, the tenant's rent shall be reduced by \$303.00/month to \$607.00/month.
32. The landlord shall pay to the tenant \$1220.66 as follows:

Refund of Rent.....	\$606.00
Damages.....	\$90.85
Compensation for Inconvenience.....	\$483.75
Hearing Expenses.....	\$40.06
 Total.....	 \$1220.66

15-August-2025

Date

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[Redacted]  
Seren Cahill  
Residential Tenancies Office