

Residential Tenancies Tribunal

Application 2023-0081-NL

Decision 23-0081-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 9:02 a.m. on 01-May-2023.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "tenant1 and tenant2" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.

Preliminary Matters

4. The tenants submitted an affidavit (TT#01) stating that they served their landlord notification of today's hearing on 17-April-2023, electronically. The landlord confirmed receipt of notification.
5. The tenants amended their application to increase compensation for inconvenience from \$250.00 to \$1,275.00 to reflect the final amount owed. They removed validity of termination notice and rent paid in trust, as they have already moved. They also removed rent reduced for inconvenience caused due to the heat being turned off and loss of laundry services. They had not provided the landlord with information for this part of their claim. Rent reduced has been removed from their claim, they may submit another application should they seek this compensation.

Issues before the Tribunal

6. The tenants are seeking
 - Compensation for inconvenience \$1,275.00
 - Repairs \$1,300.00

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 Act, 2018*: Section 10: Statutory Conditions and Residential Tenancies Policy 4: Repairs.

Issue 1: Compensation for Inconvenience \$1,275.00

Tenants' Position

9. The tenants submitted the rental agreement (TT#02) held with the landlord. They have a written term agreement from 01-May-2022 until 01-May-2023. They moved out on 15-April-2023. Tenant1 said that \$1,300.00 rent was due in full on the first day of each month. She furthered that the rent was paid in accordance with the agreement. She said that they paid \$650.00 security deposit on 26-March-2022 and that the landlord is still in possession of the deposit.
10. The tenant said that the dishwasher was included in the rent agreement and that it broke around the end of November. She couldn't determine the exact date. She said that she told the landlord that the dishwasher was broken and 16-January-2023 they gave the landlord a request for repairs (TT#03) with a repair by date of 20-January-2023.
11. The tenant confirms that at the time of the request for repairs their rent was paid in full.
12. Tenant1 said that the dishwasher was 10 years old and that the landlord couldn't get a replacement part. The pump wasn't draining the dishwasher. She said that the dishwasher was full of dirty water and that she had to drain it by hand. The dishwasher had an odor and tenant1 searched on line for a safe solution; she found a site that said Epsom salts and baking soda wouldn't hurt the dishwasher and would take care of the smell.
13. Tenant1 explained that she heard the previous tenant had issues with the dishwasher as well. She said that the dishwasher wasn't working before she put the Epsom salts and baking soda in.
14. Tenant1 went on to explain that she and tenant2 are students and don't have a lot of free time; they cook most of their meals, washing the dishes by hand is inconvenient. She said that the two of them lost a ½ hour every day washing dishes. When she moved 15-April-2023 the dishwasher still wasn't fixed. They are seeking 1 hour personal time at a rate of \$13.70 for the 93 days they were without the dishwasher. 93 days x 1 hour x \$13.70 = \$1,274.10.

Landlord's Position

15. The landlord confirms the details of the rental agreement as stated by tenant1. She also confirms that she is still in possession of the security deposit.
16. The landlord said that when the tenants first told her about the dishwasher not working it was December and that it was a hard time of year to get someone in to do a service call. She did have someone work on the dishwasher and he thought he had it fixed. He told the tenants to run the dishwasher and see if it drains. Tenant1 informed her that it didn't

drain. It then took another two weeks for the technician to come back, at that time he said that the pump was the issue.

17. She said that the tenants damaged the dishwasher by putting in Epsom salts and baking soda. Picture included (LL#01) It had hardened and was blocking the dishwasher.
18. The landlord said that washing dishes is a normal part of everyday life and that she doesn't understand the claim of inconvenience. She confirms that the dishwasher still isn't fixed.

Analysis

19. Section 10 of the *Residential Tenancies Act, 2018*, 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.*
 - (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.*
20. The Residential Tenancies Policy Section 4-002 determines that should a tenant have a repair that is required they should:

Repairs: A tenant who requires a landlord to make repairs to the rental unit, may give the landlord a **written request** to make the necessary repairs within a reasonable time.

Where a **landlord fails to complete the necessary repairs** within a reasonable period of time, the tenant may apply for the following:

- **rebate of rent (based on actual costs incurred)**- ie. Laundromat services, heat loss due to failure to repair window or door, or loss of use of a portion of the rental unit due to leaky roof, etc.);
- reduction in rent (until such time as the necessary repairs are completed);
- rent to be paid to the Residential Tenancies Office in trust until an Order to make repairs is fulfilled by the landlord.

Before submitting an application for Dispute Resolution seeking an order for the landlord to make repairs, the tenant must:

- **Serve a request** to make repairs on the landlord and allow a reasonable time for the landlord to undertake the repairs; and
- **Ensure rent is not in arrears.**

21. It is incumbent on the landlord to maintain the premises in a good state of repair. Once the landlord was made aware the dishwasher wasn't working it was her responsibility to either repair or replace the dishwasher. The landlord is correct in saying that washing dishes is a normal part of everyday life, however, these tenants paid for the use of a dishwasher in their rental agreement (TT#02). Section 10 includes a dishwasher as a

service provided under rent. Once the tenants were no longer provided this service it is the landlord's responsibility to either provide them with a working appliance or give them a reduction in rent to accommodate the loss of the service.

22. The landlord did not comply with the tenants' written request for repairs dated 16-January-2023. She is in violation of the statutory obligation to maintain the rented premises in a good state of repair. The tenants abided by the requirements of giving notice and paying their rent on time.
23. It is reasonable to believe that every day it would take the tenants a $\frac{1}{2}$ hour each to wash and dry their dishes. However, the use of a dishwasher would also demand time to rinse, pack and unpack. As the landlord never repaired or replaced the dishwasher and the tenants did incur this inconvenience for the 93 days, I find that the landlord shall compensate the tenants for $\frac{1}{2}$ an hour of their personal time per day that was lost due to this inconvenience for the 93 days, as follows: 93 days x 0.5 hours x \$13.70 = \$637.05.

Decision

24. The tenants' claim for compensation for inconvenience succeeds in the amount of \$637.05.

Issue 2: Repairs \$1,300.00

Tenants' Position

25. Tenant1 said that they were working from home and required locks on the bedroom doors because their work documents were kept in their bedrooms. She said that the landlord provided them a key but it didn't work in one of the bedrooms.
26. Tenant1 explained that because the key didn't work in one of the doors, they were locked out and the door was damaged. She said that the landlord filed a claim for the damage to the door and that although the claim was unsuccessful this was very stressful and inconvenient.
27. Tenant1 explained that if she and tenant2 were just roommates then the landlord would have to provide locks for the bedroom doors and that they shouldn't be entitled to less because they are a couple.

Landlord's Position

28. The landlord stated that the unit was rented residential and that if the tenants were working from home and required a workplace accommodation, that this would not be her responsibility.
29. The landlord said that when they called looking for the bedroom keys, she was unwell so she dropped them off and asked tenant2 to try it in the locks. She said tenant2 said that the key worked. Later when they discovered that the key didn't work in the second room the door was damaged.

Analysis

30. The mishap with the door lock seems to be the mistake of the tenants. The landlord asked them to check the key in the locks and she was told by tenant2 that the key

worked. Additionally, the landlord is not required to meet the standards of workplace privacy in a residential agreement. The tenant is incorrect that the landlord would be required to provide locks for each interior door for two tenants in the same rental agreement. Had the landlord rented individual rooms this would be the case, but both tenants rented the entire space jointly and would have access to same.

31. This tribunal doesn't award compensation for pain and suffering. I find that this claim fails.

Decision

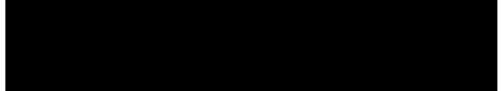
32. The claim for repairs fails.

Summary of Decision

33. The landlord shall pay to the tenants \$637.05 for inconvenience.

May 3, 2023

Date


Jacqueline Williams, Adjudicator
Residential Tenancies Office