

## Residential Tenancies Tribunal

Application 2023 No. 617NL

Decision 23-0617-00

John R. Cook  
Adjudicator

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### Introduction

1. The hearing was called at 9:10 AM on 09 August 2023 via teleconference.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as "tenant1" and "tenant2", respectively, participated in the hearing. The respondent, [REDACTED], hereinafter referred to as "the landlord", was also in attendance.

### Issues before the Tribunal

3. The tenants are seeking the following:
  - An order for a refund of rent in the amount of \$900.00,
  - An order for a payment of \$1366.23 in compensation for inconvenience,
  - An order for repairs to be carried out at the rental unit, and
  - An order for a payment of utilities in the amount of \$450.00.

### Legislation and Policy

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.

### Preliminary Matters

5. The tenants amended their claim at the hearing, and stated that they were no longer seeking an order for repairs to be carried out at the rental property, as they vacated on 22 July 2023. The tenants also struck their claim for an order for a refund of rent and for an order for a payment of utilities.

## Background

6. The following facts do not seem to be in dispute.
7. The landlord and the tenants entered into a monthly rental agreement on 30 August 2009. The rent was set at \$900.00 and the tenants paid a security deposit of \$450.00 when they moved in.
8. On 23 June 2023 the tenants contacted the landlord and informed him that the new switch that they had installed for the well pump kept cutting out, and tenant1 had to repeatedly enter the crawlspace to reset it so that they had water at the unit for washing and showering.
9. On receiving this complaint, the landlord visited the property on that same day, 23 June 2023, with 2 plumbers, and it was determined that the well had run dry. Re-digging a new well, or digging the well deeper, was deemed by the landlord to be too large and too expensive of a job to be achieved in the short term. As a result, the tenants informed him that they would start looking for a new place to live, and on the following day, the parties entered into, and signed, the following agreement, which the landlord had submitted into evidence:

*Re: Rent & Damage Deposit*

*June 24, 2023      Location: [REDACTED]*

*On June 24<sup>th</sup>/2023, I ( [REDACTED] ) and [REDACTED] agree that [REDACTED] will retain this months rent of \$900.00. Also, I will give [REDACTED] an additional \$500.00 for return of his damage deposit and \$300.00 for moving expenses. Should [REDACTED] have to stay for longer than a month, he will pay \$400.00/month until able to find a suitable place to relocate.*

[REDACTED]

[REDACTED]

10. The landlord did return to the tenants the \$450.00 security deposit, plus an extra \$50.00, and he also gave them the \$300.00 for moving expenses, as promised. The \$900.00 rent for July 2023 was not collected and it was retained by the tenants.
11. At the hearing, the tenants informed the landlord that they had vacated the unit on 22 July 2023. The landlord testified that this was the first time he was made aware of that fact.

## Issue 1: Compensation for Inconvenience - \$1366.23

### Relevant Submissions

#### The Tenants' Position

12. Although the landlord was only notified about the issue with the switch and the well on 23 June 2023, the tenants testified that this had been an issue since 02 June 2023, and that they had been without water from that date until 22 July 2023, when they vacated.
13. During that period, the tenants claimed that they were required to travel to other communities in order to retrieve drinking water, to launder their clothes, and to use shower facilities.
14. The tenants testified that every day between 02 June and 22 July 2023 they either travelled to a natural spring located in [REDACTED], or to the [REDACTED] [REDACTED], to retrieve drinking water. They stated that the rental unit is a 16 km round trip from these communities, and the tenants are seeking \$380.64 (\$78.08 for June 2023 + \$302.56 for July 2023) as compensation for the mileage that they had put on their vehicle.
15. With respect to showering, the tenants claimed that they would travel to [REDACTED] to access those facilities, and they stated that this was a 48 km round trip. They are seeking an additional \$556.32 (\$117.12 + \$439.20) for mileage.
16. With respect to laundry, the tenants stated that they would travel to a laundromat located in [REDACTED] every 2 or 3 days. This was a 9.6 km round trip, for which the tenants are seeking \$78.27 in mileage. They also stated that during each trip they would use 3 washing machines and 3 dryers, with each costing \$3.00. They calculate that they had spent \$351.00 at this laundromat during this period (\$81.00 spent in June 2023 and \$270.00 in July 2023).

#### The Landlord's Position

17. The landlord pointed out that as per the submitted agreement, he had already provided the tenants with \$1250.00 as compensation for having to be without water while residing at the rental unit. As per that agreement, the tenants did not have to pay the \$900.00 rent for July 2023, he gave them an extra \$50.00 in addition to the \$450.00 security deposit refunded, and he provided them with another \$300.00 for their moving costs.

### Analysis

18. I agree with the landlord in this matter.

19. Although not expressly stated in the written agreement they had signed on 24 June 2023, it is certainly implied that the reason no rent is charged for July 2023 is because the well had run dry and because the tenants no longer had access to water at the rental unit. That is, that \$900.00 (plus the extra \$50.00 overpayment from the security deposit) is to compensate the tenants for the inconvenience they had, and would, suffer for having to obtain water elsewhere, and for the inconvenience of having to shower and launder their clothes at different locations. It is also implied in that agreement that the landlord recognizes that moving on such short notice is also an inconvenience, and it is agreed that the tenants would be compensated an additional \$300.0 for that inconvenience. Additionally, it is implicitly recognized in this agreement that it may be difficult to find a new apartment before the end of July 2023, and in compensation for that possible eventuality, it is agreed that the tenants would pay a reduced rent of \$400.00 beginning 01 August 2023, and the rent is reduced because they would still be without water after that date.
20. There may be a question as to whether that \$950.00 + \$300.00, plus a rent reduction commencing 01 August 2023, is adequate compensation, but that is a question that the tenants ought to have asked themselves when they negotiated this deal with the landlord. But, in any case, and as pointed out by the landlord at the hearing, the amount claimed by the tenants in compensation for the inconvenience they suffered comes pretty close to the amount the landlord had already paid out to them (\$1250.00 paid versus \$1366.23 claimed), and I see no reason, therefore, why this Tribunal should interfere.

### **Decision**

21. The tenants' claim for compensation of inconvenience does not succeed.

26 September 2023

Date

John R. Cook  
Residential Tenancies Tribunal