

Residential Tenancies Tribunal

Application 2024-0302-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was held on 14 May 2024 at 9:00 AM via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended the hearing.
3. The respondent, the [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as "the landlords" attended the hearing.

Preliminary Matters

4. The details of the claim were presented as written monthly agreement with rent set at \$263.00 due on the 1st of each month. There was no security deposit collected on the tenancy and the tenant had been an occupant of the three-bedroom row house at [REDACTED] since 1 November 2019.
5. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing electronically by email to: [REDACTED] on 10 April 2024 (**Exhibit T #1**). The affidavit included proof of service. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. The tenant did not amend her application during the hearing.

Issues before the Tribunal

7. The tenant was seeking \$500.00 compensation.

Legislation and Policy

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

9. Also relevant and considered in this case are Sections 34, 35 and 42 of the *Residential Tenancies Act, 2018* (the *Act*). Also, section 07-005 of the *Residential Tenancies Program Policy Manual*.

Issue 1: Compensation= \$500.00

Tenant Position

10. The tenant testified during the hearing she was seeking compensation to help her future move to another [REDACTED] rental unit; she and her teenage daughters were currently on the waitlist for this other property. She attributed the reason for the move as being due to the landlord's interference with peaceful enjoyment of their residence. This was due to their lack of response to concerns raised which they have experienced in their current rental relating to their neighbors and alleged criminal activity in the neighborhood. She stated health concerns related to her daughter, and felt they were being negatively impacted due to the lack of response by the landlord to their concerns.
11. The tenant stated she did not feel that the landlord had adequately responded to her concerns with the neighbors and area of [REDACTED] in [REDACTED]. Along with her application, the tenant provided documentation regarding her daughter's health concerns (**Exhibit T # 2 and Exhibit T # 3**) which attribute the neighborhood environment as negatively impacting her health.
12. The tenant testified that she had contacted policing authorities and the [REDACTED] [REDACTED] multiple times to indicate her concerns. She stated she had approached the Provincial Government seeking funding to assist with a potential relocation to another rental and was denied.

Landlord Position

13. The landlords both offered testimony the tenant had contacted them about concerns with their current living situation. They stated that compensation to relocate to another rental property was not something which their organization covered; costs associated with a relocation does not fall within the mandate of the [REDACTED].
14. The landlords stated that concerns with activities of other individuals in the neighborhood should involve policing authorities and not the [REDACTED] [REDACTED].

Analysis

15. Section 10(1)(7)(b) states the following: "*The landlord shall not unreasonably Interfere with the tenants reasonable privacy and peaceful enjoyment of the residential premises, a common area or the property of which they form a part*".

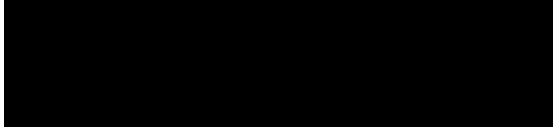
16. While I do accept the testimony of the tenant regarding her concerns with neighbors and criminal activities in the neighborhood, this does not equate to the landlord interfering with her family's peaceful enjoyment of the property. A landlord has no control over the activities, criminal or other, of a neighborhood. Any costs to be associated with the tenants request to relocate is not attributable to the landlords actions.
17. Further to the above, as of the date of the hearing (14 May 2024), the tenant had not incurred any costs associated with a relocation, as a relocation had not yet occurred. In any claim for compensation, it must be established through the provision of receipts, that the costs claimed had actually been incurred and that the party is entitled to be compensated. This has not been established.

Decision

18. The tenant's claim to receive \$500.00 compensation for a potential relocation fails.

12 July 2024

Date



Michael Reddy, Adjudicator
Residential Tenancies Office