

Residential Tenancies Tribunal

Application [REDACTED]

Decision 19-0410-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 11:05 a.m. on June 17, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED] hereafter referred to as the tenant, participated in the hearing.
3. The respondents, [REDACTED] and [REDACTED] hereafter referred to as landlord1 and landlord2, respectively, participated in the hearing by conference call.

Issues before the Tribunal

4. The tenant is seeking the following:
 - a. Compensation for inconvenience in the amount of \$500.00;

Legislation and Policy

5. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
6. Also relevant and considered in this case are Section 10 of the Act and *Policy 12-1: Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF*.

Issue 1: Compensation for inconvenience - \$500.00

Tenant Position

7. The tenant testified that she moved into the unit on April 1, 2019 for a one year term with rent set at \$750.00 per month. On May 1, 2019 the toilet in the upstairs unit overflowed and the water came down in her unit. She had to move out for 2 weeks because they had to replace the ceiling and the flooring in her unit. She moved out on May 6, 2019 and moved back in on May 16, 2019. She stayed at an Air B&B. When she contacted the Air B&B she was told it was \$40.00 per night or \$500.00 for two weeks. She booked for 2 weeks and paid the \$500.00 because she was advised that it was going to take 2 weeks to have the work completed. The tenant submitted the receipt from L. Stacey for \$500.00 dated May 6, 2019 (T #1).

Landlord Position

8. Landlord2 testified that on May 1, 2019 the bathroom in the upstairs unit flooded and caused damage to the downstairs unit. When this happened he notified the tenant right away. That same day [REDACTED] started work on the upstairs unit and advised the landlord that the tenant in the downstairs unit would have to move out because of the extensive damage to the unit. The cabinets, drywall and ceiling would have to be removed. Later that day he told the tenant she would have to move out and asked her if she could find a place by May 6, 2019. The tenant moved out on May 6, 2019 and the unit was ready for her to move back in on May 15, 2019 @ 4:00 p.m.
9. Landlord2 further testified that they received the rent for May on April 25, 2019. They deducted \$246.60 from June's rent for the tenant's inconvenience. The tenant was out of the unit for 10 days and the \$246.60 ($\$750.00 \times 12 \text{ months} = \$9000.00 \div 365 \text{ days} = \$24.66 \text{ per day} \times 10 \text{ days} = \246.60) was based on the daily rate of rent.

Analysis

10. I have reviewed the testimony and the evidence of the tenant and the landlords. I have determined that there is one issue that needs to be addressed; is the tenant entitled to compensation for inconvenience in the amount of \$500.00. There was a leak in the upstairs unit and caused damage to the tenant's unit. The tenant had to move out and she incurred a cost of \$500.00. The landlords compensated her \$246.60. I find the amount the tenant is claiming is a reasonable amount as she had to find a place and she was out of the unit for 10 days. Therefore, the landlords shall compensate the tenant \$253.40 ($\500.00 less the $\$246.60$ they had deducted from the rent = $\$253.40$).

Decision

11. The tenant’s claim for compensation succeeds in the amount of \$253.40 (\$500.00 - \$246.60 = \$253.40).

Issue 3: Hearing expenses

12. Under the authority of Section 47.(q) the director may require the unsuccessful party to pay costs to the successful party to an application. Costs eligible to be awarded are identified in *Policy 12-1: Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF*.

Tenant Position

13. The tenant paid an application filing fee in the amount of \$20.00. She is seeking this cost.

Analysis

14. The cost the tenant incurred to file the application is considered a reasonable expense as per *Policy 12-1 Recovery of Fees: Filing, Costs and Hearing Expense, Interest, Late Payment and NSF*. As the tenant’s claim has been successful the landlords shall pay tenant’s hearing expenses in the amount of \$20.00.

Decision

15. The landlords shall pay the tenant’s hearing expenses in the amount of \$20.00

Summary of Decision

16. The tenant is entitled to the following:

- a) Compensation for inconveniences\$253.40
- b) Hearing expenses\$20.00
- c) **Total owing to the tenant.....\$273.40**

October 8, 2019
Date


Residential Tenancies Section