

Residential Tenancies Tribunal

Decision 20-0008-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 9:10 a. m. on March 11, 2020 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 respondent, [REDACTED] represented by [REDACTED], hereafter referred to as the landlord, participated in the hearing. The respondent, [REDACTED] was not present but he was represented by [REDACTED].

Preliminary Matter:

4. The tenant's claim should read compensation for inconvenience not repairs made/rent reduced until repairs are made.
5. The following appeared as witnesses:
 - [REDACTED] appeared as a witness for the tenant.
 - [REDACTED], owner of [REDACTED] appeared as a witness for the landlord.
 - [REDACTED], employee of [REDACTED] appeared as a witness for the landlord.

Issues before the Tribunal

6. The tenant is seeking the following:
 - a. Compensation for inconveniences in the amount of \$1000.00.

Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
8. Also relevant and considered in this case is Section 10.

Issue 1: Compensation for damages - \$1000.00

Tenant Position

9. The tenant testified that he moved into the unit on September 1, 2018 for a one year term with rent set at \$1000.00 per month due on the 1st of each month. The rental agreement was renewed for another year beginning on September 1, 2019. On September 21, 2019 there was a leak in the ceiling in the bedroom. He contacted the landlord, [REDACTED]. [REDACTED] came to the unit to inspect. The leak was from the upstairs bathroom. On October 7, 2019 there was another leak but it was a lot worse than the first leak. He notified the landlord and the landlord came to inspect. Then on October 14, 18, 28 and 30 there were more leaks. The landlord came each time to inspect. On November 2, 2019 a plumber was supposed to come to the unit to inspect and to give the landlord a quote. The plumber went to the upstairs unit. Arrangements were made on November 6, 2019 for the plumber to view the unit on November 8, 2019. When the plumber came to the unit on November 8, 2019, he cut a hole in the ceiling. On November 20, 2019 a repair person arrived to make the repair. It took about a week to have the repairs carried out. The tenant said he cannot remember if the repair person installed drywall or if they just kept plastic on the ceiling. Then on December 5, 2019 another leak occurred. The landlord came to inspect the unit on December 6, 2019 at which time they had to remove the plastic or the drywall. The repairs were not carried out until January 12, 2020 as the repair person installed drywall. A couple of days later there was another leak. The drywall had to be cut out again and the repairs were finally completed on February 18, 2020.
10. The tenant said he is seeking \$250.00 for each month from September 21, 2019 – February 18, 2020 because they were without a section of the bedroom for 5 months. He also said that there was a strong smell in the room when the ceiling was opened.
11. [REDACTED], witness for the tenant, testified that the first leak happened on September 21, 2019. They cut a hole in the ceiling sometime in October or November 2019 and there was a hole in the ceiling for 3 months. There was also a terrible smell in the bedroom.

12. The tenant submitted into evidence photographs of the ceiling taken in September and October 2019 and January 2020 (T #1), a USB containing a video of the ceiling and photographs of the ceiling taken in December 2019 (T #2) and copies of communication between the tenant and the landlord (T #3).

Landlord Position

13. The landlord testified that he does not dispute what the tenant has stated. He said that there was a leak in the shower in the upstairs bathroom. The repair was carried out in November 2019. Then there was another leak in December. This repair was carried out in January 2020. A couple of days after the repairs were carried out there was another leak. At that time he replaced the shower in the upstairs bathroom and the repairs were completed by February 18, 2020.
14. The landlord testified that he does not agree with the claim. The tenant never sent a formal request to have the work completed. All the messages were through e-mail.
15. ██████████, witness for the landlord, testified that there was a leak at the unit and his employee carried out the repair.
16. ██████████, witness for the landlord, testified that he made the repairs to the unit after the leaks. In November 2019 he had installed drywall that had to be removed in December 2019 due to the leak and he installed drywall in January 2020 that had to be removed due to leaks.
17. The landlord submitted into evidence his explanation on the issue (LL #1), copies of communication between himself and the upstairs tenants (LL #2) and a letter from ██████████ dated November 14, 2019 stating the source of the leak (LL #3).

Analysis

18. I have reviewed the testimony and the evidence presented of the tenant, the landlord and the witnesses. I have determined that there is one issue that needs to be addressed; (i) is the tenant entitled to compensation for inconvenience. I find that there was a leak coming from the upstairs bathroom down through the ceiling in the bedroom. The leak started on September 21, 2019. There was a piece cut out of the ceiling on November 8, 2019. The repairs were carried out in late November 2019 but they had to cut the piece out of the ceiling again in December 2019. The repairs were carried out in January 2020. Shortly after the repairs were carried out there was another leak and the piece had to be cut out of the ceiling again. The repair was completed on February 18, 2020. I also find that the tenant could not use a section of the

bedroom for a period of 5 months due to the leak. As the tenant could not use a portion of the bedroom for 5 months, I award an amount of \$125.00 per month for the period September 21, 2019 – February 18, 2020 for inconvenience. Therefore, the claim for compensation for inconveniences succeeds in the amount of \$625.00 ($\$125.00 \times 5 \text{ months} = \625.00).

Decision

19. The tenant’s claim for compensation for inconveniences succeeds as per the following:

a. September 21 – October 20, 2019.....	\$125.00
b. October 21 – November 20, 2019.....	\$125.00
c. November 21 – December 20, 2019.....	\$125.00
d. December 21, 2019 – January 20, 2020.....	\$125.00
e. January 21 – February 18, 2020.....	<u>\$125.00</u>
f. Total owing to the landlord	\$625.00

Summary of Decision

20. The tenant is entitled to the following:

a. Compensation for inconveniences.....	\$625.00
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June 3, 2020
Date

Residential Tenancies Section