

Residential Tenancies Tribunal

Application 2025-0585-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 13-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” did not attend. [REDACTED], authorized representative for the tenant (TT#1), hereinafter referred to as “the tenant” attended by teleconference. [REDACTED], a support person for the authorized representative also attended.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attend by teleconference. Also, [REDACTED] attended as a support person for the landlord.

Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they had the landlord served with the notice of hearing electronically by text message to; [REDACTED] on 30-July-2025 (TT#2). The tenant could show that the document was sent to the landlord and the landlord confirmed that the cell number used belongs to him. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement which commenced on 1-September-2018. The tenant vacated the unit on 29-April-2025. Rent was \$675.00 per month, due on the 1st day of each month. A security deposit of \$400.00 was paid on 23-August-2018 and is in the landlord’s possession.
6. The *notice of rent increase* from the landlord was permitted as post hearing evidence and the tenant was afforded an opportunity to view the submission and respond to it in writing.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of rent \$800.00
 - Compensation paid for inconvenience \$1691.12
 - Other (Loss of Property) \$1200.00
 - Security deposit refunded \$400.00
 - Hearing expenses \$20.00

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 decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 16: Rental increase. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Refund of Rent \$800.00

Tenant's and Landlord's Positions

10. The tenant's representative stated that the landlord gave an illegal rent increase to the tenant in December 2023 to increase rent by \$50.00 per month which she stated commenced on 1-January-2024 and continued for the duration of the tenancy which ended on 29-April-2025. The tenant is seeking a refund of rent in the amount of \$800.00 (16 months x \$50.00). The landlord did not dispute that he increased the rent in January 2024 by \$50.00 per month, however he disputed that it was an illegal rent increase, and he testified that he gave the tenant proper notice. The landlord was allowed to submit a copy of the notice for consideration (LL#1).

Analysis

11. Section 16 of the *Residential Tenancies Act* states:

Rent Increase

16. (3) *Where a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of a rental period, and the landlord shall give the tenant written notice of the increase*

(b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term.

12. I allowed the landlord to submit a copy of the *notice to increase rent* and the notice received does not align with the payments as deducted from the tenant's bank account. The *notice to increase rent* was dated for 25-October-2022 to increase rent by \$50.00 per month effective 1-May-2023. I accept the tenant's representative's testimony and bank statements which show that the tenant's rent increased by \$50.00 per month effective 1-January-2024. The question remains, if the landlord did give a rent increase notice to commence in May 2023 why did he wait 8 months for the tenant to start paying the increase, and if that was the case, why didn't the landlord acknowledge it during the hearing. In reviewing all the testimony and the exhibits entered into evidence, I conclude that the landlord did not give the tenant a proper rent increase notice of 6 months to commence 1-January-2024. With that said and in fairness to both parties, I find that the tenant was aware in December 2023 that the landlord was seeking a rent increase of \$50.00 per month and for that reason, I shall consider 1-July-2024 to be the effective date of the rent increase (6 months) and as such, I find that the landlord shall refund rent to the tenant in the amount of \$300.00 (\$50 x 6 mths).

Decision

13. The tenant's claim for refund of rent succeeds in the amount of \$300.00.

Issue # 2: Compensation paid for Inconvenience \$1691.12

Relevant Submission

14. The tenant's representative stated that the tenant was inconvenienced during the tenancy due to poor living conditions which has caused the tenant both physical and mental harm. The tenant is seeking \$1691.12 to cover the cost of their inconveniences and they submitted an inconvenience ledger to support the claim (TT#3). See copy of inconvenience ledger below:

Item	Description	Amount
Doctor visits & prescriptions	For ongoing illness related to mold, sinus/stomach issues, stress-related shingles, etc.	\$300.00
Ambulance visits / panic attacks	Emergency visits due to panic attacks and stress caused by unsafe living conditions	\$300.00
Shingles due to stress	Stress-induced illness caused by poor living conditions and anxiety	\$250.00
Loss of sleep / emotional distress	Constant stress and mental health decline due to poor apartment conditions and landlord intimidation	\$250.00
Unsafe entrance and falls	Injuries and danger from falling at night due to no proper outdoor lighting	\$200.00
Ceiling/mold anxiety	Ongoing fear/anxiety due to bedroom ceiling swelling and risk of collapse	\$200.00
Mold/mildew exposure	Prolonged exposure to strong mildew smell and suspected black mold	\$91.12
Noise/parking/snow issues	Upstairs tenants causing ongoing disturbances; landlord failed to manage	\$100.00

Tenant's Position

15. The tenant was not given an opportunity to present their case in relation to the above list of inconveniences as this tribunal does not have the authority to award for pain and suffering.

Decision

16. The tenant's claim for compensation for inconvenience does not succeed.

Issue # 3: Other (Loss of Property) \$1200.00

Relevant Submission

17. The tenant's representative stated that the tenant lost personal property due to dampness and a buildup of mold within the unit and she stated that the tenant is seeking \$1200.00 to cover the cost to replace the lost items. The tenant submitted a loss of property ledger to support the claim (TT#4). See copy of ledger below: **Note:** the total

amount on ledger is greater than the amount claimed on application. Some items are grouped together for simplicity.

Item	Description	Amount
Sofa	Replaced due to mold damage	\$644.34
Chair	Replaced due to mold damage	\$447.35
Mattress	Replaced after mold concern in bedroom	\$189.99
Box Spring	Mold exposure, replaced	\$68.24
Bed Frame	Replaced due to mold exposure	\$123.90
Table & Chairs	Replaced due to overall contamination/damage	\$100.00
Furniture Removal	Paid to dispose of mold-contaminated furniture	\$150.00
Professional Cleaning	Apartment was professionally cleaned for move-out (still no deposit returned)	\$150.00

Tenant's and Landlord's Positions

The tenant's representative stated that the tenant was living in unsafe living conditions due to a leak which originated in the bedroom at the commencement of the tenancy causing water damage, which she stated was never properly repaired but rather patched from time to time, resulting in a damp and mold infested unit ultimately causing damage to the tenant's personal property. The tenant's representative stated that the tenant's furniture had to be disposed of at the end of tenancy as most items were destroyed due to the dampness and mold. The tenant submitted a letter stating the reasoning for his claim (TT#5) and a photograph of the ceiling in the bedroom to support the claim (TT#6).

The landlord did not dispute that there was a water leak in the bedroom, however he disputed that it was on-going, and he disputed that the leak caused unsafe living conditions for the tenant. The landlord stated that he dealt with the water leak and testified that it would not have caused a mold problem in the unit, and he disputed that he should be responsible for the cost to replace the tenant's personal belongings. The tenants and landlord's positions on each item as listed above are as follows:

Item # 1: Sofa and chair (\$1091.69) – The tenant's representative stated that the tenant had to dispose of a sofa and chair due to the dampness and buildup of mold in the unit during the tenancy and she stated that the tenant is seeking \$644.34 to replace the sofa and \$447.35 to replace the chair. The landlord disputed the claim.

Item # 2: Mattress, boxspring and bedframe (\$382.13) – The tenant's representative stated that the tenant had to dispose of a mattress, boxspring and bedframe due to mold in the unit and she stated that the tenant is seeking \$189.99 to replace the mattress, \$68.24 to replace the boxspring and \$123.90 to replace the bedframe. The tenant submitted a copy of receipts from *IKEA* to support the claim (TT#7). The landlord disputed the claim.

Item # 3: Table and chairs (\$100.00) – The tenant's representative stated that the tenant had to dispose of a table and chairs set due to mold and dampness in the unit

which affected the condition of the wood, and she stated that the tenant is seeking \$100.00 to replace the table and chairs set. The landlord disputed the claim.

Item # 4: Furniture removal (\$150.00) - The tenant's representative stated that the tenant incurred the cost associated with having the damaged furniture as listed above removed from the premises and she stated that the tenant is seeking \$150.00 to cover the cost. The tenant submitted a copy of a receipt from [REDACTED] to support the claim (TT#8). The landlord disputed the claim.

Item # 5: Professional cleaning (\$150.00) – The tenant's representative stated that the tenant incurred the cost to clean the unit prior to vacating which included the removal of mold, and she stated that the tenant is seeking \$150.00 to cover the portion of the cleaning which involved the removal of mold. The tenant submitted a copy of a receipt from [REDACTED] to support the claim (TT#9). The landlord disputed the claim.

Analysis

18. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

19. Based on the testimony of the tenant's representative and the landlord and the exhibits entered into evidence, each item is analyzed as follows:

Item # 1: Sofa and chair (\$1091.69) – In accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant was unable to show that any damage existed to the sofa and chair, and they also failed to show that the landlord was negligent in causing the damage. I accept the photograph of the bedroom ceiling which shows that there was a water leak, which the landlord did not dispute, however there are no photographs to show a buildup of mold anywhere in the unit or to show that the sofa and chair had been damaged due to the dampness and presence of mold in the unit. I accept the landlord's testimony that he dealt with the water leak as soon as he was informed, and I accept that the tenant never gave the landlord a *Tenant's request for repairs* form to deal with any mold issues within the unit. For those reasons, I find that the landlord is not responsible for the cost to replace the tenant's sofa and chair.

Item # 2: Mattress, boxspring and bedframe (\$382.13) – In accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant was unable to show that any damage existed to the mattress, boxspring and/or bedframe, and they also failed to show that the landlord was negligent in causing the damage. I accept the photograph of the bedroom ceiling which shows that there was a water leak, which the landlord did not dispute, however there are no photographs to show a buildup of mold anywhere in the apartment or to show that the mattress, boxspring or bedframe were damp and soiled due to dampness and mold unit. I accept the landlord's testimony that he dealt with the water leak as soon as he was informed, and I accept that the tenant never gave the landlord a *Tenant's request for repairs* form to deal with any mold issues within the unit. For those reasons, I find that the landlord is not responsible for the cost to replace the tenant's mattress, boxspring and bedframe.

Item # 3: Table and chairs (\$100.00) – In accordance with Section 9-3 of the *Policy* as stated above, I find that the tenant was unable to show that any damage existed to the wood in the table and chairs, and they also failed to show that the landlord was negligent

in causing the damage. I accept the photograph of the bedroom ceiling which shows that there was a water leak, which the landlord did not dispute, however there are no photographs to show a buildup of mold anywhere in the apartment or to show that the wood in the table and chairs was bubbled or ruined due to dampness and mold in the unit. I accept the landlord's testimony that he dealt with the water leak as soon as he was informed, and I accept that the tenant never gave the landlord a *Tenant's request for repairs* form to deal with any mold issues within the unit. For those reasons, I find that the landlord is not responsible for the cost to replace the tenant's table and chairs.

Item # 4: Furniture removal (\$150.00) – As the tenant's claims for damaged furniture as listed above does not succeed, I find that the landlord is not responsible for the cost to have the furniture removed from the premises.

Item # 5: Professional cleaning (\$150.00) – As it has been determined that the landlord is not responsible for dampness and the buildup of mold within the unit, I find that the landlord is not responsible for the cost to clean the unit due to mold issues. It is the responsibility of a tenant(s) to return the unit in the same manner as when the tenancy commenced and for those reasons, I find that the landlord is not responsible for the cost to clean the unit.

Decision

20. The landlord's claim for Other (loss of property) does not succeed.

Issue # 4: Refund of Security deposit \$400.00

Analysis

21. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
 - (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
 - (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*

22. In accordance with Section 14 of the *Act* as stated above, the security deposit is not an asset of the landlord and shall not be retained by the landlord. I find that the landlord failed to refund the security deposit within the 10-day timeframe as set out in the *Act* and he also failed to make a claim for all or part of the security deposit. For those reasons, I find that the landlord shall refund the security deposit to the tenant in full.

23. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2018-2023 was 0% and is currently 1% for 2024-2025.

Decision

24. The tenant's claim for refund of security deposit plus interest succeeds.

Issue # 5: Hearing expenses \$20.00

Analysis

25. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#10). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, claimable costs may include the filing fee. As the tenant's claim for losses has been partially successful, I find that the landlord is responsible for the hearing expenses.

Decision

26. The tenant's claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

27. The landlord shall pay the tenant \$726.48 as follows:

Refund of rent	\$300.00
Refund of security deposit	400.00
Interest.....	6.48
Hearing expenses	20.00
 Total	 \$726.48

September 11, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office