

Residential Tenancies Tribunal

Application 2025-0804-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 19-January-2026 at 9:02 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, was represented at the hearing by her authorized representative [REDACTED], who attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] and [REDACTED], who also attended by teleconference.

Procedural History

4. The landlord acknowledged they were properly served.
5. The landlord originally had filed a counterclaim, 2025-0919-NL, but withdrew this claim at the hearing.

Issues before the Tribunal

6. Should the tenant's claim for compensation for the cost of keys succeed?
7. Should the tenant's claim for compensation for inconvenience succeed?
8. Should the tenant's claim for refund of utilities succeed?

Legislation and Policy

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

Issue 1: Keys

Parties' Positions and History

10. The tenant originally claimed \$250.00 for the landlord's failure to refund the cost of six additional keys (two to the main entrance and four for the apartment) that were purchased from the landlord on the condition that the cost would be refunded when they were returned. This represents \$75.00 for the main entrance keys and \$25.00 for the apartment keys. At the hearing, the landlords maintained that they had only ever received \$25.00 for two keys and had not ever charged \$75.00. Parties were given the opportunity to provide additional evidence after the hearing; specifically, the tenant's representative's Visa statement or a relevant portion thereof and the landlord's records of payments received. After checking her records, the tenant's representative emailed our office on 19-January-2026 to candidly admit that the tenant paid \$25.00 on 19-August-2025 and \$25.00 on 4-April-2022, and the \$75.00 number was an error.

Analysis

11. Amending for this admission, the tenant is seeking \$150.00 for six keys at \$25.00 each. The landlord maintains that they only received \$50.00 from the tenant and her representative. They acknowledge she has more keys than they have record of providing but suggest the extras could have been cut by anyone who provides such services. The keys all look more or less identical to me, but they are of a generic sort.
12. Here there are two parties giving mutually incompatible testimony. Both versions are plausible, so I must consider which is more credible and reliable, which is most reliably assessed by considering whether either account is contradicted by itself or any external evidence. To this point, the tenant pointed out that on the "move out report" provided by the landlord, the person who completed it listed the keys as returned. She suggests this is evidence that the landlord's records are unreliable. On the other hand, the tenant has also, by her own admission, made an error in her recollection, as she specifically testified she paid \$75.00 for a key by Visa and later realized this was untrue. The tenant testified that another family member purchased one or more keys, but no evidence from this person was provided.
13. In this case the standard of proof is a balance of probabilities – i.e., something is proven if based on the evidence I believe it is more likely than not that it is true. The onus is on the tenant, as claimant, to establish the elements to their claim on that standard. Regarding the disputed four keys and the corresponding \$100.00 claim, I find no reason to favor the tenant's testimony over the landlord's. Both accounts seem equally likely.

Decision

14. The tenant's claim succeeds in the amount of \$50.00.

Issue 2: Compensation for Inconvenience

Tenant's Position

15. The tenant claims \$100.00 for compensation for inconvenience. This represents \$25.00 for gas mileage for the cost of traveling to the landlord's office to return the keys when

they were refused, an additional \$25.00 for the cost of this trip again subsequent to the hearing when the keys will have to be returned, and \$50.00 for time and stress.

Landlord's Position

16. The landlord acknowledges that the process has been an inconvenience for the tenant but does not agree the inconvenience is compensable.

Analysis

17. S. 47(1)(i) of the *Act* states that the director may make an order directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of the *Act* or the rental agreement. Parties agree that the tenant bought some number of additional keys on the condition that they would be refundable. This verbal agreement could be considered an extension of the rental agreement, and the refusal to honour the agreement would therefore be a contravention of said agreement.
18. Was the tenant's first trip to the landlord's office and back a result of this alleged contravention? I find that it was not. The tenant was intending to make the trip and did so before the landlord's alleged breach, so the breach cannot be said to have caused the trip. This portion of the tenant's claim therefore fails.
19. In terms of the cost claim for the second, speculative future trip to return the keys, it could be said to be caused by the breach. However, there is no evidence before me that the landlord requires the tenant to complete this trip. Certainly, it is no longer required to acquire their refund, which I have already adjudicated. This portion of the tenant's claim also fails.
20. Finally, the tenant seeks \$50.00 for pain and suffering. This tribunal is compensatory in nature and deals only in demonstrable financial loss. I find I do not have jurisdiction to hear this portion of the claim.

Conclusion

21. The tenant's claim for compensation for inconvenience fails.

Issue 3: Utilities

22. The tenant seeks \$49.79 in a refund of utilities paid. The landlord agreed that the tenant was owed this money.

Conclusion

23. The tenant's claim for refund of utilities succeeds in the amount of \$49.79.

Summary of Decision

24. The tenant was partially successful in their claim and may therefore seek to be reimbursed for their reasonable hearing expenses. In this case, they seek only the \$20.00 application fee, which is granted.

25. The landlord shall pay to the tenant \$119.79 as follows:

| | |
|--------------------------|----------|
| Refund of Keys..... | \$50.00 |
| Refund of Utilities..... | \$49.79 |
| Application fee..... | \$20.00 |
| Total..... | \$119.79 |

5-February-2026
Date



Seren Cahill
Residential Tenancies Office