

## Residential Tenancies Tribunal

Application 2025-0845-NL

Michael Reddy  
Adjudicator

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### Introduction

1. Hearing was called at 9:01 AM on 15-October-2025.
2. The applicant, [REDACTED] hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED], were represented by Andrew Calcutt, hereinafter referred to as the landlord, attended by teleconference.

### Preliminary Matters

4. The tenant submitted an affidavit (T#1) with the application stating the landlord had been served electronically ([REDACTED]) at approximately 8:30 AM on 22-September-2025. The landlord did not dispute this service. In accordance with the *Residential Tenancies Act, 2018 (the Act)*, this is considered good service.
5. There is a written fixed term rental agreement which commenced on 1-May-2025, with rent set at \$1750.00 due on the 1<sup>st</sup> of each month. A security deposit of \$1312.50 was collected on 10-April-2025 still in possession of the landlord.

### Issues before the Tribunal

6. The tenant is seeking the following:
  - Repairs made and rent reduced - \$1050.00
  - Rent refunded - \$444.00

### Legislation and Policy

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

8. Also, relevant and considered in this case is Section 10 of the *Act*, along with Residential Tenancies Program Policies *04-002: Tenants Request for Repairs* and *13-002: Rental Rebates*.

### **Issue 1: Repairs made and rent reduced - \$1050.00**

#### Relevant Submission

9. The tenant provided a request for repairs (T#2), dated 5-August-25, which she testified was served on the landlord electronically on 6-August-25. The request required completion of the following repairs by 13-August-25:
- Kitchen sink plumbing. Sink is bubbling due to improper pipe installation.
  - Hallway closet door is broken on the top.
  - Glass top stove is not heating properly.

#### Tenant Position

10. The tenant seeks an order requiring the landlord to complete the outstanding repairs and a retroactive rent reduction of 20%, effective June 2025 until all repairs are completed. This amounts to \$350.00 per month, totaling \$1,050.00 as of the application date.
11. The tenant testified and provided a written statement (T#3) detailing the repair issues and her communications with the landlord.
12. With respect to the kitchen sink, the tenant testified that it bubbled water and emitted a sewage smell. She reported this issue on 4-June-2025 along with concerns about the bathroom sink. A repair person attended a few days later and repaired the bathroom sink, but not the kitchen sink. At the landlord's request, the tenant provided a video of the issue but received no further response. The kitchen sink remained unrepaired as of the hearing date..
13. Regarding the hallway closet door, the tenant testified that it fell off during the night on 4-July-2025. She reported the issue and requested repairs, which had not been completed by the hearing date.
14. Regarding the stove, the tenant testified that prior to her move-in date of 1-May-2025, a representative of the landlord advised the stove would be repaired. On 26-July-2025, having noted the issue remained unresolved, she contacted the landlord, who requested a video and did not follow up.
15. As these issues remained outstanding, the tenant issued the formal repair request referenced in paragraph 9, requiring repairs to the kitchen sink plumbing, hallway closet door, and glass-top stove by 13-August-2025.

16. The tenant testified that the landlord contacted her in early September regarding the stove, which was replaced in the final week of September. The remaining items were still unrepaired as of the hearing date.

### Landlord Position

17. The landlord testified that he has no record of receiving the tenant's formal repair request (T#2).
18. Regarding the kitchen sink, the landlord testified that he was unaware of any issue. He acknowledged receiving a repair request on 4-June-2025 regarding the bathroom sink, which was repaired on 6-June-2025..
19. With respect to the hallway closet door, the landlord testified that he had not been notified of the issue and confirmed that no repairs had been completed as of the hearing date.
20. The landlord testified that he was notified on 26-July-2025 of issues with the stove and believed it had been repaired following a scheduled technician visit on 8-August-2025. Upon later learning that it had not been repaired, the stove was replaced on 23-September-2025.

### **Analysis**

21. Pursuant to Section 10(b) of the *Residential Tenancies Act, 2018* a landlord is required to maintain the residential premises in a good state of repair and fit for habitation.
22. Once a landlord is aware, or ought reasonably to be aware, of necessary repairs, they must be addressed within a reasonable period. On the balance of probabilities, the landlord failed to fully meet maintenance obligations respecting the kitchen sink plumbing, hallway closet door, and kitchen stove. The evidence establishes that the stove was replaced on 23-September-2025, partially restoring an essential service, however the delay was extended. Further, the kitchen sink plumbing and closet door remained unrepaired beyond that date.
23. This tribunal finds that the tenant experienced reduced use and enjoyment of the rental premises as a result of the landlord's failure to complete repairs within a reasonable time. In accordance with *Residential Tenancies Program Policy and Procedural Guide 13-002*, a rent reduction is warranted and must be proportionate to the severity and duration of the deficiencies.

24. Having considered the nature of the deficiencies, the partial remediation achieved in September 2025, and prior Residential Tenancies decisions, this Tribunal finds that:
- a 10% rent reduction is reasonable for the period during which multiple deficiencies existed and repairs were unaffected, including the lack of a functioning stove; and
  - a reduced 5% rent reduction is appropriate after the stove was replaced, reflecting the remaining unresolved items.

## **Decision**

25. The tenant's claim for an order that repairs be completed and to reduce rent until the repairs are completed succeeds.
26. The landlord shall reimburse the tenant for rental reduction from July to September 2025 calculated as follows:  $\$1750/\text{month} * 10\% = \$175 * 3 = \$525.00$ .
27. Effective October 1, 2025, a continuing rent reduction of 5%, equal to \$87.50 per month, shall apply until such time as the landlord completes the required repairs to the kitchen sink plumbing and hallway closet door, or the tenancy ends, whichever occurs first.

## **Issue 2: Rent Refunded - \$444.00**

### Tenant Position

28. The tenant is seeking a refund of \$444.00, which she states represents costs incurred after losing access to the garage for storage and the associated inconvenience. She testified that this amount reflects the cost of renting half of a storage unit for approximately three and one-half months, beginning mid-June, to store items she had placed in the garage upon moving in. She identified these items as patio furniture, tires, a lawn mower, a snow blower, tools, and similar belongings. No receipts for storage costs were submitted.
29. The tenant testified that prior to moving in she was advised that she would have "full access to the garage." When questioned further, she confirmed that she was never provided with a key to the garage, and that while it was unlocked, it was enclosed by fencing on the property.
30. In her written statement (T#3), the tenant noted that a few days after moving in she was advised by a representative of the landlord that the garage had been deemed unsafe and would need to be torn down. She testified that she was advised the demolition would take place early in the summer and that she would be given notice.

31. The tenant testified that on 11-June-2025 at 2:59 p.m., she received a text message advising that all belongings would have to be removed immediately, as a contractor would begin demolition the following day. She stated that her request for additional time to make alternative storage arrangements was denied. She further testified that demolition work did not begin until the week of 28-July-2025, and that the garage was not fully removed from the property until 6-September-2025.
32. The tenant further testified that the contractor had left tools, debris, and broken wood on the property. She stated that she felt her privacy was compromised when the contractor posted an advertisement on Marketplace indicating that scrap wood was available for burning at the premises, which resulted in unknown individuals attending at the property.

### Landlord Position

33. The landlord confirmed that the garage was deemed unsafe and subsequently torn down and removed. However, he disputes the tenant's claim for compensation and testified that use of the garage for storage purposes was not included in the rental agreement.

### **Analysis**

34. In order to award compensation, the Tribunal must be satisfied that the garage formed part of the tenancy and that the tenant suffered a proven financial loss as a result of a breach of the *Residential Tenancies Act, 2018* or the rental agreement.
35. Based on the evidence, this Tribunal finds that use of the garage for storage purposes was not established as a term of the tenancy. The rental agreement does not include the garage, the tenant was never provided with a key, and there is no evidence of exclusive or guaranteed access. Any use of the garage was therefore informal and incidental.
36. The landlord confirmed that the garage was deemed unsafe and was removed. A landlord is not required to maintain or permit use of a structure that presents a safety concern, and I find that the removal of the garage does not constitute a breach of section 10 of the *Act*.
37. Further, the tenant did not provide receipts or other documentation to substantiate the claimed storage costs. As a result, the alleged financial loss has not been proven.

### **Decision**

38. Accordingly, I find that the tenant has not established entitlement to compensation, and the claim for \$444.00 is denied.

### Summary of Decision

39. The tenant's claim for an order that repairs be completed and to reduce rent until the repairs are completed succeeds.

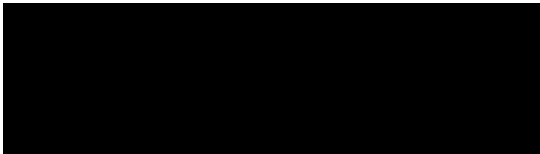
- The landlord shall reimburse the tenant for rental reduction from July to September 2025 calculated as follows:  $\$1750/\text{month} * 10\% = \$175 * 3 = \$525.00$ .
- Effective October 1, 2025, a continuing rent reduction of 5%, equal to \$87.50 per month, shall apply until such time as the landlord completes the required repairs to the kitchen sink plumbing and hallway closet door, or the tenancy ends, whichever occurs first.

40. The tenant's claim for rent refund (\$444.00) is unsuccessful.

29-April-2026

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Date



Michael Reddy, Adjudicator  
Residential Tenancies Office