

Residential Tenancies Tribunal

Application 2025-1059-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 5-January-2026 at 1:49 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference alongside her daughter and witness [REDACTED], who assisted her in presenting her evidence.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference alongside his wife and witness [REDACTED], who assisted him in presenting his evidence.

Procedural History

4. The landlord acknowledged he was properly served.

Issues before the Tribunal

5. Should the tenant's claim for a refund of rent succeed?
6. Should the tenant's claim for compensation for inconvenience succeed?
7. Should the tenant's claim for other compensation succeed?
8. What is the proper disposition of the security deposit?

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: Refund of Rent

10. The tenant claims refund of rent in the amount of \$773.00, which the parties agree was the monthly rent. This represents the monthly rent for the month of June 2025. The

parties agree that the premises flooded with more than an inch of water on or about 4-June-2025.

Tenant's Position

11. The tenant seeks the return of rent for the month of June 2025 on the basis that it was rendered uninhabitable through no fault of hers. While it was not presented at the hearing, the parties agree that she provided a termination notice under s. 21(1) of the *Act*. She takes the position that the tenancy terminated on 5-January-2026.

Landlord's Position

12. The landlord is opposed to the refund of rent. He testified he never had any intention of ending the tenancy and was always planning to return the tenant to the unit as fast as possible.

Analysis

13. The *Act* provides guidance on how a residential tenancy agreement can be terminated and includes a provision for terminating tenancies due to the premises being rendered uninhabitable. This is section 21 of the *Act*. S. 21 reads as follows:

Notice where premises uninhabitable

21. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 1 set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises effective immediately.

...

(3) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the person providing the notice;
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

14. Also relevant is s. 34 of the *Act*, which reads as follows:

Requirements for notices

34. A notice under this Act shall

- (a) be in writing in the form prescribed by the minister;
- (b) contain the name and address of the recipient;
- (c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

15. The details of the termination notice the tenant provided were agreed upon by both parties. They testified that it was in writing in the form prescribed by the minister, contained the name and address of the recipient, identifies the residential premises for which it was given, and states that it was given under s. 21(1) of the Act. It therefore complies with s. 34.
16. I accept that the premises was rendered uninhabitable by the flooding. The notice was signed by the tenant. It was served on the landlord personally in accordance with s. 35(1)(a) of the Act.
17. The only remaining question regarding the validity of the notice is whether it states the date on which the rental agreement terminates, and the tenant intends to vacate the residential premises. According to the testimony heard at the hearing, the notice listed a move out date of 5-June-2025 but was dated and served on 18-June-2025. S. 21 does not explicitly state that the termination date cannot be post-dated. I therefore accept the termination notice is valid. However, it still cannot be said to take effect until it is served on the landlord, which is an essential part of rendering it valid as per s. 21(3)(c). That is the date on which it was served, and therefore the date on which it became valid.
18. The tenancy ended on 18-June-2025. A rent refund for the days 19-June-2025 to 30-June-2025 is justified. Is a rent refund justified for the dates of 5-June-2025 to 18-June-2025, notwithstanding the fact that the rental agreement had not been properly terminated? For the reasons that follow, I find that it is.
19. There was some suggestion from the tenants that the landlord may have caused the flooding by watering the lawn. I find this to be speculation without any support and reject it. I accept that the flooding was caused by a pump failure, as the landlord testified, that was not reasonably foreseeable. Nevertheless, the landlord has a duty to maintain the premises in good repair which is not subject to a discussion of fault, just as a tenant's obligation to pay rent is not subject to the concept of fault. Where a tenant is denied the benefit of the rental premises, whether that denial is the fault of the landlord, they are eligible for an abatement in rent. This contrasts with a tenant's claim for damages or other costs related to a failure to maintain the premises in good repair, which are conditional on a finding of fault.¹
20. The tenants are entitled to a refund of rent covering the dates of 5-June-2025 to 30-June-2025.
21. A daily rate must be calculated. The correct formula for determining a daily rate is multiplying the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$773.00\text{day} \times (12 \text{ months}/365 \text{ days}) = \sim\25.41day . The total rent refund owing for June 2025 is therefore \$660.66.

Decision

¹ For a discussion of this distinction, see *Offredi v. 751768 Ontario Ltd.*, 1994 CanLII 11006 (ON SCDC), affirmed and discussed in *Caldwell v. Valiant Property Management*, 1997 CanLII 12127 (ON SC), and *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 (CanLII)

22. The tenant's claim for a refund of rent succeeds in the amount of \$660.66.

Issue 2: Compensation for Inconvenience

Tenant's Position

23. The tenant claims \$1000.00 in compensation for inconvenience for the mental suffering she endured as a result of the landlord allegedly packing up her possessions while she was not present.

Landlord's Position

24. The landlord testified that the packing was necessary both to protect the tenant's belongings and the rental premises as it was an emergency situation. They also testify that the tenant was present during the packing of the most sensitive items and was only absent during the packing of the items in the kitchen.

Analysis

25. Considering the testimony of both parties, I accept that there was an emergency. An active flooding situation can deteriorate very rapidly, particularly if the water rises to the height of space heaters and other electricity powered devices. In any event, this tribunal is compensatory in nature and awards damages only for demonstrable financial loss. Money awards for pain and suffering are outside our jurisdiction.

Decision

26. This portion of the tenant's claim fails.

Issue 3: Other Compensation

Tenant's Position

27. The landlord claims \$666.75 for the cost of a storage unit where she placed her possessions for a month. This was necessary because of the flood. An invoice was provided showing the cost of this service (T#1).

Landlord's Position

28. The landlord is opposed to paying for the storage unit.

Analysis

29. As discussed in Issue 2 above, a landlord's liability to a tenant for damages is subject to the existence of fault. In other words, there must be evidence that the landlord's wilful or negligent actions caused the tenant's loss. In this case, I do not find that the landlord caused the flood either by his action or by his failure to take reasonable care. There was

no evidence, for instance, that he had been made aware of any warning signs that the pump would give out.

Decision

30. This portion of the tenant’s claim fails.

Issue 4: Security Deposit

31. The tenant seeks the return of her \$300.00 security deposit that she paid about 7 years ago on or about March 2018. The landlord agrees she should receive it.

32. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the years 2018-2023 and 2026, and a simple interest rate of 1% annual for the years 2024-2025. Calculated to the date of the hearing, this results in total interest of \$6.00.

Decision

33. The tenant’s claim for the return of a security deposit succeeds in the amount of \$306.00.

Summary of Decision

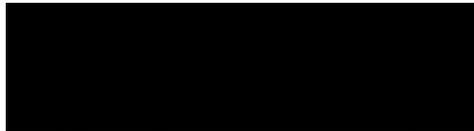
34. The tenant was partially successful in their claim and seeks to be reimbursed for their hearing expenses. Awards of hearing expenses are subject to the discretion of the adjudicator. In this case, the tenant was successful in the amount of \$967.04 while their full claim totaled \$2739.75. The landlord expressed that had the tenant approached him without immediately resorting to filing an application, the matter might have been settled without the need for a hearing. I accept his testimony and, accordingly, decline to award hearing expenses.

35. The landlord shall pay to the tenant \$966.66 as follows:

Rent Refund.....	\$660.66
Security Deposit.....	\$306.00
Total.....	\$966.66

13-January-2026

Date



Seren Cahill
Residential Tenancies Office