

Residential Tenancies Tribunal

Application 2026-0082-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 16-February-2026.
2. The applicant, [REDACTED] hereinafter referred to as “the tenant” attended by teleconference. [REDACTED] translator for the tenant was also present.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] authorized representative for the landlord was also present.

Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing electronically by email on 4-February-2026 (TT#1). The landlord confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed-term rental agreement between the applicant and his partner and the landlord which commenced on 15-June-2024 for a 6-month period. The landlord testified that he is currently in a verbal month-to-month tenancy with the applicant’s partner only, and not the applicant. Rent is \$1600.00 per month, due on the first day of each month. A security deposit of \$800.00 was paid on 14-June-2024 and is in the landlord’s possession.
6. This tribunal finds that the tenant is in a residential tenancy relationship with the landlord for the purpose of this decision.

Issues before the Tribunal

7. The tenant is seeking:
 - Rent refunded \$7500.00
 - Compensation paid for damages \$2250.00
 - Compensation paid for Inconvenience \$22,000.00

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*.

Issue # 1: Rent Refunded \$7500.00

Tenant's and Landlord's Positions

9. The tenant testified that he has been overcharged rent by \$600.00 per month since the commencement of the tenancy, and he is seeking to have \$7500.00 refunded to him. The tenant stated that the unit was assigned to him and his family by the [REDACTED]. He stated that he was unaware that the unit would be a basement apartment, and due to its size and location he felt that the unit did not fit his family's needs and was not worth \$1600.00 per month. The tenant stated that he requested a transfer of units through the [REDACTED] but was unsuccessful.
10. The tenant also stated that the unit did not have a stove hood fan for ventilation purposes while cooking, but rather an over-the-stove built-in microwave which did not have a vented fan either. The tenant also stated that the HVAC system did not flow air evenly throughout the unit and it only appeared to be working in the living room. The tenant stated that he is seeking the refund in rent for those reasons and also due to poor management from the landlord.
11. The landlord's representative disputed that her client should be responsible for refunding any rent monies to the tenant as the tenant and his partner entered into a rental agreement to pay \$1600.00 per month. The landlord's representative also stated that rent is currently in arrears in the amount of \$10,400 for a period while the tenant was incarcerated.
12. With regard to the tenant's claim that there was no ventilation from the stove hood, the landlord's representative did not dispute receiving a message from the tenant dated 5-November-2025 stating that the vent fan integrated with the over-the-range microwave above the stove was not working, and she stated that the message also included a note saying that the property manager does not have permission to enter the property (LL#1). The landlord's representative stated that a vent fan in the kitchen is not a requirement according to *Newfoundland and Labrador Building Codes*. She stated that the house is fairly new and passed inspection with the proper ventilation as required.
13. With regards to the HVAC system and the flow of air, the landlord's representative did not dispute receiving a message from the tenant dated 5-November-2025 stating that the single vent in each bedroom is not working, and the message also stated that the property manager does not have permission to enter the property (LL#2). The landlord stated that the HVAC system was working when the tenant and his family took possession of the unit, and he added that he and/or his property manager were unable to enter the unit and his maintenance workers refused to enter the unit due to the violent nature of the tenant.

Analysis

14. In accordance with part 7 of the rental agreement, the tenants agreed to pay \$1600.00 per month on the 1st day of each month (TT#2). I find that the tenant and his partner

entered into a binding contract to pay \$1600.00 per month for rent, and I find that the tenant's request to the ANC for a transfer of property has nothing to do with the landlord. With regards to the stove hood vent, I agree with the landlord that it is not a requirement and that the house is up to NL code. Also, with regard to the HVAC system, I find that the tenant failed to show that the unit was defective, and I accepted the landlord's testimony that it was difficult to inspect the HVAC for repairs when he and his staff were not permitted to enter the unit.

15. I find that rent is required to be paid under a rental agreement, by a tenant(s) to a landlord during the use or occupancy of a residential premises, for the use or occupancy of the residential premises. The tenant and his family resided at the residence for an agreed upon amount of rent. Even if there were deficiencies within the unit, there is a proper course of action that could have been followed which involved allowing access to the unit for inspection and for repairs. I find that the landlord is not responsible to refund any rent monies to the tenant for the time he and his family resided at the residence.

Decision

16. The tenant's claim for a refund of rent does not succeed.

Issue # 2: Compensation paid for Damages \$2250.00

Relevant Submission

17. The tenant testified that there were damages / issues to the unit during the tenancy which he had to deal with himself and he is seeking \$2250.00 for his time. The tenant submitted a copy of a damages ledger to support the claim (TT#3). See copy of damages ledger below:

1	Inability to cook at home – additional food costs	\$15,00
2	Door reinstallation due to strong winds	\$500
3	Reinstallation of dislodged laundry room door	\$150
4	Toilet maintenance	\$100

Tenant's and Landlord's Positions

18. The tenant's and landlord's position on each item listed above is as follows:

Item # 1: Inability to cook at home – food costs (\$1500.00) – The tenant testified that due to the lack of ventilation over the stove in the kitchen area, he and his family were forced to eat outside the home and as a result incurred food cost. The tenant is seeking \$1500.00 to cover the cost of food.

The landlord's representative disputed the tenant's claim for food costs, and she stated that the kitchen passed inspection and was up to code so cooking should not have been a problem for the applicant and his family.

Item # 2: Door reinstallation (\$500.00) – The tenant testified that the exterior door was out facing which created problems during high winds and he stated that the door would blow in the wind causing the hinges to loosen and break off. The tenant stated that he is seeking \$500.00 for his time to continuously tighten screws and fix the hinges, and he submitted a photograph of the damaged door to support the claim (TT#4).

The landlord's representative did not dispute that her client received a message from the tenant dated 5-November-2025 stating that the main entrance door had been blowing open in the wind causing problems with the hinges, at which time the tenant requested the installation of a hydraulic door closer, and the message also stated that the property manager does not have permission to enter the property (LL#3). The landlord's representative stated that the installation of a hydraulic door closer on an exterior door is against the law and the landlord himself testified that he had a maintenance man go to the property and fix the door when requested. The landlord also stated that the continuous damage to the hinges could have been avoided if the applicant and his family held the door when opening it to avoid it blowing in the wind.

Item # 3: Reinstallation of laundry room door (\$150.00) – The tenant testified that the laundry closet door was off track and needed to be fixed and reinstalled and he is seeking \$150.00 for his time to complete the work. The tenant submitted a photograph of the door to support the claim (TT#5).

The landlord disputed that the laundry closet door was off track when the tenancy commenced, and he stated that a walk through was conducted at the beginning of the tenancy, at which time the unit was pristine.

Item # 4: Toilet maintenance (\$100.00) – The tenant testified that the toilet had low water flow and he stated that he had to continuously add water to the toilet for it to function properly and he is seeking \$100.00 for his time for toilet maintenance.

The landlord disputed that he was ever made aware of any problems with the toilet.

Analysis

19. 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)*

20. Each item is analyzed as follows:

Item # 1: Inability to cook at home – food costs (\$1500.00) – I do not accept the tenant's testimony that he and his family were unable to cook at the residential premises, and as per paragraph 12 above, I find that the absence of a stove hood vent did not impact the tenant's ability to cook at the unit. For those reasons, I find that the landlord is not responsible for the tenant's food costs to eat outside the home.

Item # 2: Door reinstallation (\$500.00) – I accept that there were problems with the exterior door when it would blow in the wind, and I accept the landlord's testimony that he sent his maintenance man to the unit to fix the exterior door in November when the tenant requested repair. I find that the landlord is not responsible for the tenant's self-labor costs to reinstall the door.

Item # 3: Reinstallation of laundry room door (\$150.00) – I accept the landlord's testimony that the laundry closet door was hung properly at the commencement of the tenancy and the need to reinstall the door is due to the actions of the tenant(s). I find that the landlord is not responsible for the tenant's self-labor costs to reinstall the laundry closet door.

Item # 4: Toilet maintenance (\$100.00) – I accept the tenant’s testimony that the water flow was low and he may have had to pour water into the toilet from time to time, but I also accept the landlord’s testimony that he was never made aware of any plumbing issues at the unit. For this reason, I find that the landlord is not responsible for the tenant’s cost of self-labor for toilet maintenance.

Decision

21. The landlord’s claim for compensation paid for damages does not succeed.

Issue # 3: Compensation paid for Inconvenience \$22,000.00

Relevant Submission

22. The tenant testified that he and his family were inconvenienced due to issues with the unit and due to the absence of the landlord during the tenancy. The tenant is seeking \$22,000.00 for his pain and suffering, and he submitted a copy of an inconvenience ledger to support the claim (LL#6). See copy of inconvenience ledger below:

1	No stove exhaust fan during the tenancy	\$3,500
2	Unsafe entrance door risking children's safety	\$2,500
3	Defective HRV system in bedrooms	\$3,000
4	Structural noise and lack of sound insulation	\$3,000
5	Landlord absence – caused serious issues	\$10,000

Analysis

23. In accordance with Section 47 of the *Act*, this tribunal can only make an award for compensatory damages and that any decision in relation to pain and suffering would exceed the competence and jurisdiction of this tribunal. The tenant is seeking \$22,000.00 for pain and suffering due to the issues listed above. As this tribunal does not have the authority to award compensation for pain and suffering, I find that the landlord is not responsible for the tenant’s inconveniences.

Decision

24. The tenant’s claim for compensation paid for inconveniences does not succeed.

Summary of Decision

25. The applicant’s claim for refund of rent does not succeed.

26. The applicant’s claim for compensation paid for damages does not succeed.

27. The applicant’s claim for compensation paid for inconvenience does not succeed.

February 25, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office