

## Residential Tenancies Tribunal

Application 2026-0089-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called 9:05 a.m. on 9-March-2026.
2. The applicants, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference. [REDACTED], authorized representative for the tenants, was also present.
3. The respondents, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as “the landlords” attended by teleconference.
4. The application was amended to omit repairs made (rent reduced until repairs are made).

### Preliminary Matters

5. The tenants submitted an affidavit with their application stating that they had landlord 1 served with the notice of hearing electronically by email on 16-February-2026 (TT#1). Landlord 1 confirmed receipt of the document on that date. Landlord 2 was not properly served, however he waived service and wished to proceed. In accordance with the *Residential Tenancies Act, 2018* this is allowable.
6. There was a written month-to-month rental agreement which commenced on 6-December-2025. The tenants vacated the unit on 3-February-2026. Rent was \$1500.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$750.00 was paid on 9-December-2025 and the landlords stated that they refunded the full amount to *Government NL*. The tenants disputed that claim.

### Issues before the Tribunal

7. The tenants are seeking:
  - Rent refunded \$4500.00
  - Refund security deposit \$750.00

### 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*. Also, relevant and considered is the following section of the Residential Tenancies Act, 2018: Section 14: Security deposit.

### **Issue # 1: Rent Refunded \$4500.00**

#### Tenant's Position

9. The tenants testified that they are seeking a refund of all rent monies paid to the landlords in the amount of \$4500.00 due to material breaches and / or uninhabitability. The tenant's representative testified that several deficiencies within the unit were identified at the commencement of the tenancy which she stated were never addressed properly by the landlords, and she also stated that the unit in her opinion was uninhabitable.
10. The tenant's representative stated that the tenants' concerns were put in writing to the landlords electronically via text messages in early January, followed with a *Tenant's Request for Repairs* form dated 19-January (TT#2). The tenant's representative also stated that the tenants made a request for an inspection from the [REDACTED] on 17-January as they did not feel safe in the unit. The tenant's representative stated that the issues brought forward to the landlords ranged in nature from inoperable thermostats resulting in no heat in some rooms to too much heat in other rooms, blocked electrical outlets, toilet backing up, sink leaking, out of date breaker box, out dated fire extinguishers, the absence of smoke detectors, live wires hanging from the ceiling in the hallway area to a stove that needed repair work.

#### Landlord's Position

11. The landlords did not dispute that the unit was not completely ready for occupancy when the tenants took possession in December; however, they disputed that they should reimburse any of the rent monies paid by the tenants for material breaches and / or uninhabitability. Landlord 1 testified that the tenants were desperate for a rental unit and agreed to move in despite her suggestion that they wait until all work was completed. The landlords testified that even though some work had to be completed, the unit definitely was not uninhabitable by any means, and they stated that they made every effort to address the issues outstanding in the unit but ran into problems accessing the unit. Landlord 1 stated that the tenants would not respond to their text messages and denied the electrician access to the unit.

#### **Analysis**

12. Based on the testimonies of both parties, I accept that there were deficiencies within the unit when the tenants took possession. I asked the landlords if the unit was deemed uninhabitable by the [REDACTED] after the inspection had been conducted and landlord 2 responded that it had not. Landlord 2 testified that the inspection reports from the [REDACTED] outlined the following issues in the unit (LL#1) and he stated that each issue was addressed as follows:

**Item # 1: Hinges on windows** – The building inspection stated that the windows did not meet egress and needed hinges.

**Item # 2: The need for a deadbolt lock** – The building inspection stated that the front door did not have a deadbolt.

**Item # 3: Bolt needed for toilet to address a small leak** – The plumbing inspection stated that the taps in the bathroom sink had to be tightened because there was a small leak which affected the supply line to the toilet causing a buildup of water in the toilet.

**Item # 4: 2-way light switch not working** – The electrical inspection stated a 2-way light switch in the hallway area wasn't working.

**Item # 5: Wires from smoke detector** - The electrical inspection stated that the wires from the smoke detector were shown but taped off and did not pose a danger.

**Item # 6: Stove burner not working** - The electrical inspection stated that one burner to the stove was not working and needed to be replaced.

Landlord 2 added that there was never a problem with any outlets in the unit as they were new outlets and he suggested that the tenants had issues with the outlets because they are childproof which required a bit of force to activate.

13. I accept the landlord's testimony and explanation of the issues brought forth after the inspection was conducted as listed above. I accept that there were deficiencies within the unit; however, I find that the unit was not deemed uninhabitable.
14. Rent is required to be paid by a tenant(s) for the use or occupancy of residential premises. I find that the tenants paid rent for the period of time that they occupied the unit and if they felt that they should not have paid the monthly rent due to a material breach(s), then they could have followed the proper process which involved dispute resolution through the *Residential Tenancies Office* to have rent paid in trust until repairs were completed.
15. Sections 20 and 21 of the *Act* provide tenants with the right to terminate a tenancy early due to a breach of material term and /or premises uninhabitable. There are no provisions in the *Act* that require landlords to refund rent due to material breaches for the time that tenants actually occupy rental premises. I accept that the tenants weren't exactly cooperative with regards to working with the landlords and I also find that the tenants failed to use the resources available to them to have rent paid in trust until the repairs were completed. I find that the tenants occupied the space and are not entitled to a refund of rent.

## **Decision**

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

## **Issue # 2 Security Deposit Refunded \$750.00**

### Tenant's and Landlord's Position

17. The tenants testified that a security deposit in the amount of \$750.00 was paid to the landlords on their behalf by *Government NL* and they are seeking to have that amount refunded to them in full.
18. The landlords did not dispute that they are required to refund the security deposit; however, landlord 1 testified that she already sent the monies back to the *Department of Social Supports and Well-Being*. The tenants disputed the landlord's testimony and

tenant 1 stated that they received a letter indicating that the monies were never received at the Department.

## Analysis

19. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

### 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).*
- (12) *A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.*

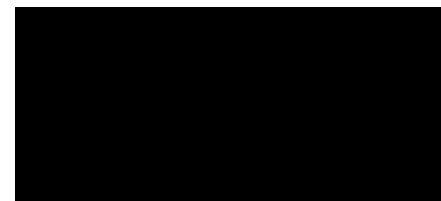
20. I asked the landlords to submit evidence post hearing to show that the security deposit has been sent back to *Government NL* and I accept a copy of an email from The *Department of Social Supports and Well-Being* stating that the monies have been received (LL#2). As the landlords no longer have the security deposit in their possession, I find that the tenants are not entitled to a refund of the security deposit.

## Decision

21. The tenant's claim for a refund of security deposit does not succeed.

March 23, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office