

Residential Tenancies Tribunal

Application 2026-0099-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called 9:18 a.m. on 15-April-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference. [REDACTED] was also present along with 2 other support persons.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that they had served the landlord with the notice of hearing electronically by text to: [REDACTED] on 26-January- 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 fixed-term rental agreement commenced on 1-October-2025. The applicant vacated the unit on 29-January-2026. Rent was \$1450.00 per month, due on the 1st day of each month. A security deposit of \$1100.00 was paid on 8-October-2025 and was refunded on 29-January-2026.

Issues before the Tribunal

6. The tenant is seeking:
 - Rent refunded \$1450.00

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*.

Issue # 1: Rent Refunded \$1450.00

Tenant's and Landlord's Positions

8. The tenant testified that she experienced issues with the washing machine while residing at the premises and she stated that she is seeking a refund of a full month's rent in the amount of \$1450.00 for her inconveniences. The tenant stated that she experienced problems with the washing machine since the commencement of the tenancy which was on-going for the duration of the tenancy. The tenant stated that she reached out to the maintenance team on 14-October-2025 to advise that the washer was not operating correctly, and she stated that although the landlord responded with a new washer, she continued to experience problems. The tenant submitted a thread of email messages to show that she was experiencing on-going problems with the washing machine (TT#2).
9. The landlord did not dispute that there were on-going complaints about the washing machine. However, he disputed that the complaints were legitimate, and he stated that he should not be responsible for any refund of rent as he responded to each complaint and replaced the washing machine on 4 different occasions during the tenancy. The landlord submitted a thread of emails to show that they responded to the tenant's complaints to support their defense (LL#1).
10. The Maintenance Manager testified that the first complaint from the tenant regarding the washing machine came in on 28 October and a new washer was delivered on 5 November. He stated that a second complaint came in on 13 November, and a technician was sent to the unit the next day, whereby the washer was deemed operable. The Maintenance Manager testified that a third complaint was received on 16-November at which time the washer was replaced once again. The Maintenance Manager testified that a fourth complaint was received on 22 November whereby a technician was sent to the premises, only to find the washer to be working and in good order. The Maintenance Manager testified that a fifth complaint was received the next day saying that the washer was doing something different, and the technician checked it out again, at which time it was working. The Maintenance Manager testified that on 24 November they received a sixth complaint stating that the washer was making a strange sound, whereby videos were sent to the tenant with clear directions on how to use the washing machine. The Maintenance Manager testified that the complaints continued to come in and a third washer was delivered to the unit in December and a fourth in January.

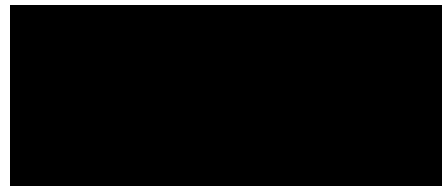
Analysis

11. I accept that the tenant had problems using the washing machine, and I also accept that the landlord responded to each complaint in a timely fashion which involved sending technicians to the unit, sending videos to the tenant on how to properly use the washer, to replacing the washing machine on 4 different occasions. I find that the landlord did their due diligence to respond to each complaint and incurred the cost of replacing the washing machine on 4 occasions even when technicians deemed the machines operable. I find that the tenant is not entitled to any refund of rent for the problems that she endured while trying to use the washing machines.

Decision

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

April 22, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office