

## Residential Tenancies Tribunal

Application 2026-0101-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 29-April-2026 at 1:45 pm.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as the tenants, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference.

### Preliminary Issues

4. The landlord acknowledged she was properly served.

### Issues before the Tribunal

5. Should the tenants' claim for a refund of rent succeed?
6. Should the tenants' claim for compensation for inconvenience succeed?

### 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 (the *Act*).

### Issue 1: Refund of Rent

#### Tenants' Position

8. The tenants claim for a refund of rent in the amount of \$2100.00, compensation for what they say is an illegal rent increase. The tenants testified that the rent was set at \$1700.00/month but was increased on 1-April-2025. They say they had an agreement with the landlord to increase the rent by \$150.00 on 1-April-2025 and another \$150.00 on 1-October-2025 on the condition that she would install additional insulation to cut down the heating costs. They say she later said the insulation would not be provided,

and she decreased the rent by \$150.00 on 1-January-2026. They say she owes \$150.00/month for the months of April 2025 to September 2025 inclusive as well as January 2026 and February 2026, and \$300.00 for the months October 2025 to December 2025.

### Landlord's Position

9. The landlord denies that the rental increase was conditional on the provision of insulation. She says she provided a proper notice of rental increase, and the first notice of rental increase was entirely legal. She says she had agreed to look into more insulation, but this was unrelated and she later determined it was too costly but decreased the rent in January 2026 in sympathy for the tenants. She says the second rental increase was made in good faith but acknowledges it was (unknown to her at the time) contrary to s. 16(1)(c) of the *Act*. She therefore says she owes the tenants \$450.00 for the 3-month period in which they paid \$2000.00/month.

### Analysis

10. T#4-3 shows a series of text messages between one of the tenants and the landlord. In one of these messages, the tenant says "we are in agreement with the proposed Rent Increase April 1 2025 of \$150 to \$1,850 and then another increase of \$150 on October 1 2025 making the rent of \$2,000 per month." This text is consistent with the tenants' position, but it is also consistent of the landlord's position.
11. The landlord's text messages, labeled RT-PT, provide additional context. In her immediate response to the tenant's message above, she says "I'm going to explore putting more insulation in the roof/attic of the house," as if this was the first raising of the issue.
12. Considering the testimony of both parties and the documentary evidence provided, I find on a balance of probabilities that the rental increase was not conditional on the provision of insulation. The landlord had no reason to strike such an agreement, considering that she was legally entitled to raise the rent with this much notice.
13. The landlord is correct in her understanding of the legislation. The initial \$150.00 rent increase was legal, but the subsequent \$150.00 increase was not.

### Decision

14. The tenant's claim for a refund of rent succeeds in the amount of \$450.00.

## **Issue 2: Compensation for Inconvenience**

### Tenants' Position

15. The tenants claim \$4005 in compensation for inconvenience, divided amongst 4 items (the main deck, the subdeck, the conversion of a room, and landscaping). These items represent improvements the tenants made to the premises and, they say, they were not reimbursed for. They testify that the landlord was aware of the improvements, that none

of the improvements were done without her knowledge and most were done with her permission, and that she has profited from their labour. They therefore seek what they argue is appropriate compensation.

### Landlord's Position

16. The landlord replies that the repairs done by the tenants were unnecessary and something they took upon themselves. She testified she never promised to reimburse them and, in one case, even explicitly told them that if they did the work, it would be at their own expense.

### Analysis

17. For a tenant to claim compensation for an improvement to the property, there must be an agreement to compensate them. A tenant cannot volunteer to make improvements and then claim compensation afterwards, just as a person cannot walk onto a worksite, begin labouring, and demand a paycheque at the end of the day. There must be an agreement for there to be a contract.
18. The tenants indicated they routinely performed repairs for the landlord and were compensated for this. This was offered perhaps as a suggestion that the landlord's conduct and this history implied to the tenant that they would be reimbursed for any future work on the property. However, the subdeck, the renovated room, and the landscaping were not repairs but true improvements – in other words, they were entirely optional. Nothing in the evidence suggested that the landlord agreed to reimburse the tenants for these improvements, so this portion of their claim fails.
19. The rebuilding of the main deck is more complex. The tenants say they were explicitly promised compensation for this work both verbally and in writing. T#4-6 was offered as proof of this, though while it shows a text message from the landlord stating an intent to reimburse the tenants for the deck, it was sent after the work was complete.
20. The landlord testified that she agreed to the tenants working on the deck but says this was limited to replacing old boards. She says she was unaware the tenants planned to rebuild the entire thing until the old deck had already been torn down. She acknowledges that the deck was not in usable condition at the time of move in and suggested they tape it off. She agrees she sent the text in T#4-6 above but says this was an attempt to resolve the conflict before it escalated to a legal dispute and is not an acknowledgment of a debt. She said she had already hired a repairman, but this person was not yet available, and that she had already purchased the necessary materials. She adds that the deck was not necessary and was simply a "nice to have."
21. The tenants say that the old deck was in such a poor state that simply replacing rotten boards was not a realistic option. According to their testimony, a complete rebuild was the only option.
22. Based on the testimony of all parties, the landlord did not agree to pay the tenants for the construction of a new deck. I accept the tenants felt that replacing old boards was not an acceptable solution. Nevertheless, it did not naturally follow that the landlord

would consent to the increased cost of a full rebuild. When they determined the scope of the work was significantly more than they had discussed, it would have been prudent to check in with the landlord about the way forward. I am satisfied as a matter of fact that they did not.

23. While the construction of the replacement deck was an improvement, the tear down of the previous deck was a repair. It is not sufficient to simply tape off an unsafe deck. Its existence on the property was a danger and a liability. The landlord did disclose the state of the deck to the tenants before they moved in, but this does not relieve her of the responsibility to maintain the premises in a state of good repair (see s. 10(1) of the Act, statutory condition 1(b)). The tenants are therefore entitled to be reimbursed for the teardown of the previous deck. They testified, and I accept, that this took them 24 hours. This tribunal awards labour at a rate of minimum wage + \$8.00/hour, or \$24.00/hour, for a total of \$576.00.

Decision

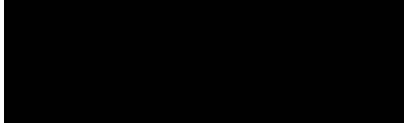
24. The tenant's claim for compensation for inconvenience succeeds in the amount of \$576.00.

**Summary of Decision**

25. The landlord shall pay to the tenants \$1026.00 as follows:

Refund of Rent.....	\$450.00
Compensation of Inconvenience.....	\$576.00
Total.....	\$1026.00

21-May-2026  
Date



Seren Cahill  
Residential Tenancies Office