

Residential Tenancies Tribunal

Application 2026-0219-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 31-March-2026 at 9:10 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, also attended via teleconference alongside representatives of his property management company, [REDACTED] and [REDACTED].

Preliminary Issues

4. The respondent acknowledged they were properly served.
5. [REDACTED] and [REDACTED] were originally named as respondents. After hearing from all parties, this tribunal amended the application to remove them as parties.

Issues before the Tribunal

6. Should the tenant's claim for a refund of rent and an order of repairs succeed?
7. Should the tenant's claim for compensation for Inconvenience succeed?
8. Should the tenant's claim for compensation for damages succeed?
9. Should the tenant's claim for other relief succeed?

Legislation and Policy

10. 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 and Order of Repairs

Tenant's Position

11. The tenant seeks a refund of rent in the amount of \$5900.00, representing the entire amount of rent she has paid to date. She states the refund is justified as the landlord's failure to maintain the premises in good repair has caused her to lose the ability to peacefully enjoy the premises to any significant degree. She states that the premises is not electrically safe, there is mould everywhere, and she has 0% square footage usable of multiple rooms. She also seeks an order requiring the landlord to complete the repairs specified on a Tenant's Request for Repairs (T#1) she submitted to the landlord on 30-November-2026 with a requested completion date of 10-January-2026.

Landlord's Position

12. The landlord submitted that he had made reasonable efforts to address the tenant's issues and denies that any refund of rent or an order of repairs should be granted. He and his property manager's representatives agree they were served with T#1 but say three of the four listed repairs were completed, and the fourth (the mould) has not been completed due to the tenant's own actions.

Analysis

13. The Residential Tenancies Program Policy and Procedure Guide policy number 04-002 provides guidance on the topic. It indicates that a tenant who requires a landlord to make repairs to the rental unit may give the landlord a written request to make the necessary repairs within a reasonable time. Where a landlord fails to complete the necessary repairs within a reasonable period of time, the tenant may apply for a rebate of rent, a reduction in rent, and/or rent to be paid in trust. The tenant's request for a refund of rent can also be considered under s. 16(5) of the *Act*, discontinuation of services, as per policy number 13-002. In either case, the tenant relies on the landlord's alleged failure to effect repairs.
14. T#1 specifies four requested repairs. In general, they concern the front step, the front door, the mould, and an electrical concern. While the mould is the primary issue, this tribunal will address each issue separately, including each party's submissions on the individual repairs requested.
15. First, the tenant requested for the stairs leading to the apartment to be replaced. She says the supports were suffering from rot and were in danger of breaking.
16. On 17-February-2026 a City of St. John's inspector attended the property. They identified the basement apartment exterior step as being in disrepair. They required that the landlord have the stairs "be repaired and have all excessively worn and rotted members replaced where necessary." Clarifying emails between the property manager and the City (LL#1) strongly imply the inspector found the work by the previous contractor unsatisfactory at least partially because the repair used wood inappropriate for outdoor use. They testified that they subsequently performed a new repair using appropriate pressure-treated lumber.

17. The landlord's position is that the stairway has been fixed. The tenant says the property manager "did just come and actually shim up the stairs properly. They haven't been replaced, they're still rotting, but like he has tried to shim up the stairs where the previous handyman had not." The tenant's B23 shows the stairs between the property manager's repair and the previous repair. Only a small portion is visible. The paint is obviously far past its prime, and there is at least one small piece missing from a support (the one which was shimmed), but there is nothing visible that speaks of rot.
18. The tenant testified the stairs were rotted. She said the supports underneath were punky, black, and mushy. That description does sound like rotted wood. She went on to say that her friends had shoveled for her and were taking chunks of the steps and boards easily. The picture provided does not show missing "chunks" of wood aside from the piece mentioned above, which was positioned inward against the house in a way that would be difficult to hit with a shovel. The tenant went on to suggest that the wood must be rotting because a fix had been attempted, and because they crack and buckle when she walks on them. No cracks were obvious in the photograph. This tribunal does not agree that the fact a repair was required necessarily means there was rot. Wooden stairs can fail in many ways without rotting.
19. C2 contains a sworn affidavit from a friend of the tenant who testifies she has experience in construction environments and also observed that the stairs were "failing" and "heavily rotting."
20. Considering the totality of the evidence on a balance of probabilities, this tribunal does not find that the tenant has established that the landlord has failed to repair the stairs. The tenant says the stairs are not fully fixed, the landlord says otherwise. No documentary evidence supports the tenant's claim. Overall, it seems at least as likely that the issue of the stairs has been addressed.
21. Second, the tenant requested that the front door be replaced. She said it was rotten and had holes in the frame. The landlord immediately contacted the initial contractor, who attempted the repair on 12-December-2025. Parties agree that the work done by this contractor was inadequate. The tenant says the contractor failed to properly hang the door and provide adequate weather stripping. The door remained this way until the property manager attended on 13-February-2026 to address the issues and again on 26-February-2026 to finish the repairs.
22. The tenant seemed to be satisfied with the state of the door from 26-February-2026 until just before the date of the hearing. She testified that on 27-March-2026 she woke up and found "a massive amount of water coming in through under the door again." The landlord took the position that the door issue was fixed completely on 26-February-2026 and they had no knowledge of this new issue.
23. Tenant's exhibit B18 shows the door and doorframe prior to the initial repair. The tenant testified that it was rotten. This tribunal agrees the picture shows a state of poor repair but does not see any clear signs of rot. B21 is a video taken 2-February-2026 where the tenant presses down on weather stripping. It clearly moves, perhaps one to two centimetres. She says she can hear it "squishing" as it moves, and this is audible in the video. She offers this as proof that the wood underneath is rotten. This tribunal does not

agree with her inference. Other factors can cause looseness, and one would expect a squishing sound as the clearly wet rubber component moves.

24. Considering all the evidence presented by both parties, this tribunal finds it as likely as not that the landlord completed the requested repair to the door as of 26-February-2026.
25. Third, the tenant requested that the electrical system should be inspected as she was experiencing electric shocks. The property management company had an electrician attend on 17-February-2026. Parties agree that this person replaced the clamps holding the water main ground wire due to corrosion. The landlord says this was because of “minor” corrosion which “may have” contributed to the issue and the replacement was done to be safe. The tenant says that the clamps were “heavily” corroded. She also says the shocks continue.
26. Parties agree that a city electrical inspector attended the premises on 17-February-2026. The property manager testified that they have been attempting to contact him to learn what, if any, deficiencies in the electrical system need to be addressed, but have yet to hear back. LL#1 supports this. Through an ATIPPA request, the tenant acquired C11, a heavily redacted document from the City showing their documents relating to her complaint to the city inspector. Page 51 of this document shows the inspection date, inspection type (general inspection – electrical), name, and status, which is listed as “Failed.” No other data was provided.
27. In this case, the tribunal cannot find enough evidence to make an order for repairs. Indeed, it is unclear what such an order would say. The alleged deficiency is unknown. This tribunal could order the landlord be responsible for a general inspection, but this already occurred and the only potential issue observed was rectified. There is no reason to believe a further inspection would have a different result. At least beginning from when the property management company became involved, the evidence shows all reasonable steps were taken.
28. Fourth and finally, the tenant requested that the landlord address mould throughout the apartment, particularly the kitchen and bedroom. She says they have failed to do so to the present date. The landlord’s position is that they have attempted to address the issue multiple times and still wish to do so, but the tenant has refused to allow access for this purpose.
29. The tenant argues that as a person with a disability she is entitled to accommodation. In particular, she says she has particular sensitivity to mould spores due to allergy and urticaria. The landlord does not dispute this and argues that they have made reasonable efforts to accommodate her. In essence, they take the position that complying with the remainder of the tenant’s demands would amount to undue hardship.
30. The tenant responds that she has not refused access but has given her consent for the landlord’s representatives to attend and address the mould issue on the condition that he hires a professional mould remediation company to do so. She says the landlord promised he would do so, and he candidly agreed that he did. However, he testified that upon contacting one of said professionals, they informed him that a case like the one in

this application did not require their services and could be accomplished by ordinary cleaners.

31. The tenant says the landlord's refusal to stand by his promise constitutes material misrepresentation that induced her to remain in the premises rather than terminate the lease. She asks that this tribunal order the landlord to perform in accordance with that promise.
32. Putting aside whether a material misrepresentation can apply after the formation of the contract, this tribunal questions whether the misrepresentation in this case is material. The test for materiality is whether the alleged misrepresentation would induce a reasonable person in the circumstances to make such a decision. In this case, the tribunal must rule whether a reasonable person in the tenant's position would change their decision as to whether to continue the tenancy based on whether the person who cleans the mold is a professional mould remediation specialist.
33. Before continuing, this tribunal hastens to add that the reasonable person standard is an objective legal test with its own specific characteristics. It is not a comment on an individual's character. The reasonable person is an 'objective' standard, a hypothetical person who is prudent but not perfect.
34. The tenant was asked why she required that the matter be addressed by a professional mould remediation company. She replied that she would not be able to remain in the premises while mould was being disturbed, due to her personal health issues that render her more sensitive to mould than most people. Reference was made to the thin skull doctrine, the legal principle that means a tortfeasor is liable for the full extent of the damages they cause, notwithstanding that the extent was due to the claimant's pre-existing vulnerability. In other words, if a person harms another who they don't know is easily injured, they are still responsible for all the injury they cause.
35. The tenant was asked to clarify why her health issues made it that a professional mould remediation specialist was necessary. She replied that she assumed that such a professional would be able to complete the process without disturbing spores with her and her items left in the room. This was a problem because she was physically and financially unable to remove her possessions temporarily. This tribunal was not provided with any evidence supporting the tenant's assumption and does not share it.
36. A cleaner attended the premises on 6-November-2025. According to a sworn affidavit provided by a friend of the tenant (C2), the cleaner informed her the level of mould was beyond his scope of work due to the amount and type of mould. The landlord testified that the cleaner told him that the tenants had refused the service and did not indicate it was beyond his ability. This tribunal is therefore faced with conflicting hearsay evidence in terms of the cleaner's perspective and can infer little from it.
37. Health Canada has published their own guide to mould, titled "Guide to addressing moisture and mould indoors" (<https://www.canada.ca/en/health-canada/services/publications/healthy-living/addressing-moisture-mould-your-home.html>), published January 2023. It includes landlords and tenants as part of the listed intended audience. They specify that it is important to determine the extent of the mould problem

before deciding the path forward, and divide mould situations accordingly into “small,” “medium,” and “large.” They state that only in the third category is expert remediation required.¹

38. Health Canada specifies that an area is considered large if a single patch of mould is larger than three square metres. They also state that professional remediation is required when mould returns following cleaning, significant flooding or leaks was contaminated (e.g., sewage backup), there is suspected mould inside walls or above ceilings, or where flooding has penetrated into wall cavities or ceiling/floor cavities in a way that prevents traditional drying methods from being successful. After reviewing the tenant’s documentary evidence of the premises, B1-B25, this tribunal observes nothing that would classify this unit as requiring professional remediation by the Health Canada standard.
39. The tenant has reservations over the property management company’s proposed approach to mould. She objected to plans to clean the mould with soap and water, and that no one was sent to do an air quality test.
40. Health Canada explicitly does not recommend air tests in most cases as “an air test does not provide information that can predict health effects and often offers little information on the cause of mould damage in the house.” They suggest scrubbing cleanable (non-porous) surfaces of mould with “an unscented soap solution” and warm water.
41. To summarize the above, the tenant has insisted on a remediation method without providing evidence it would address the health concerns she has raised. She objects to a plan that is in line with the recommendations from Health Canada. A properly informed, reasonable person would not decide to maintain or discontinue their occupancy of the premises based on this. This tribunal does not find that the misrepresentation rises to the standard of being material.
42. In her oral testimony the tenant agreed at times that the landlord “have been very accommodating.” She also suggested she was willing to work with the property managers to find an alternative solution. I asked if it would work for her if the property managers went in to clean, took fans with them, and aired out the unit. She responded in the affirmative, but added “if they had negative air pressure, HEPA scrubbers, that’s what I’ve been saying. If you use containment and air scrubbers, I’m fine with it. But they keep saying it doesn’t need that. And this is the thing, I’ve given them many times when I’ve said, I give you consent to come in if you’re using air scrubbers. And you can make your own air scrubber.”

¹ It is irrelevant to these proceedings, but perhaps worth noting, that while Health Canada recommends against using bleach, some research suggests bleach is a particularly useful agent in reducing symptoms in those allergic to mould, as the tenant alleges she is. See for example: Martyny, John W., Ronald J. Harbeck, Karin Pacheco, Elizabeth A. Barker, Michael Sills, Lori Silveira, Shawn Arbuckle, and Lee Newman. “Aerosolized Sodium Hypochlorite Inhibits Viability and Allergenicity of Mold on Building Materials.” *Journal of Allergy and Clinical Immunology* 116, no. 3 (August 9, 2005): 630–35. <https://doi.org/10.1016/j.jaci.2005.05.008>.

43. The tenant's testimony suggested she had communicated with the landlords that she was open to options other than calling a professional mould remediation company. The emails she provided labeled A contradict this. She repeatedly maintains the necessity of a professional remediation company. At no point does she offer an alternative or express openness to finding an alternative.
44. Under statutory condition 5(b) from s. 10(1) of the *Act*, a landlord may enter the premises (to effect repairs or otherwise) without the tenant's consent if the entry is made at a reasonable time and written notice has been given to the tenant at least 24 hours in advance of the entry. The landlord has attempted to effect cleaning under these rules and the tenant has refused to agree. The landlord had the statutory right to effect entry regardless but chose not to in order to accommodate the tenant. It would be inappropriate and contrary to law for this tribunal to penalize them for doing so. Equally, it would be inappropriate to issue an order for repairs to address the mould until the landlord has been given opportunity to enact these repairs. The tenant's claim for an order of repairs fails.
45. In terms of the refund of rent, the tribunal does acknowledge that by the facts as accepted by the parties the repairs of the door and other items were not addressed properly until after the new property manager became involved. This was after a timeframe we would find to be reasonable. It is acknowledged that the landlord attempted to remedy the issues in good faith by hiring a contractor and was not in a position to directly monitor the contractor's work. Nevertheless, the contractor was working as his agent, and he can be held financially responsible for their negligence. This is simply the type of risk that being a landlord can entail and one of the reasons a property manager can be desirable.
46. For the period from 10-January-2026 to 18-March-2026, a period of 67 days, the repair to the stairs was outstanding. This no doubt contributed to the tenant's anxieties and caused her some loss of enjoyment of the premises for the fear of falling or other complication in her injured state. This tribunal values the loss to amount to 10% of the rent or \$242.30. For the period of 10-January-2026 to 17-February-2026, a period of 39 days, the electrical inspection issue was outstanding. This, too, would cause fear in any reasonable person who was experiencing electric shocks and concerned about potential danger and thereby cause a loss of peaceful enjoyment. This tribunal values the loss to amount to 10% of the rent or \$141.04. For the period of 10-January-2026 to 24-February-2026, a period of 46 days, the door repair was outstanding (with incremental improvements made in the interim). This obviously caused the tenant significant stress and labour as the improperly fitted door allowed in the weather during some of the coldest months of the year. The property manager began to mitigate the harm about 35 days. This tribunal values the loss at an average of 18% of the rent or \$227.84.

Decision

47. The tenant's claim for an order of repairs fails. The tenant's claim for a refund of rent succeeds in the amount of \$611.18.

Issue 2: Compensation for Inconvenience

Tenant's Position

48. The tenant claims \$11000.00 in compensation for inconvenience, divided amongst two items. The first is the inability to have her 3-year-old son stay or visit her in her home, due to the mould. The second is based on what she qualifies as “retaliations, disability neglect, willful neglect, material misrepresentation of repairs, administrative negligence, high-handed conduct” and impact on her return to work.

Landlord's Position

49. The landlord denies the tenant's claims for compensation for inconvenience. They maintain that they would have dealt with the mould in a timely manner but for the tenant's actions. They deny acting inappropriately and any responsibility for the tenant's work status.

Analysis

50. While sympathetic to the tenant's obvious legitimate distress, this tribunal finds based on the facts as outlined in Issue 1, above, that the continuance of the mould issue is primarily attributable to circumstances within the tenant's control.
51. In terms of the tenant's second item, two causes have been given for one lump sum. Insofar as they are separate, the first cause consists of items this tribunal would classify as “pain and suffering.” It is and has been the finding of this tribunal that we lack the jurisdiction to award amounts for pain and suffering. This tribunal is compensatory in nature and issues orders directed at remedying demonstrable financial loss.
52. Regarding the tenant's claim that the landlord's actions have prevented her return to work, to be successful she must prove on a balance of probabilities that the landlord's actions caused her to be unable to work. The tenant has provided no evidence from a medical professional supporting this position. According to her own summary of events, her general practitioner indicated a “refusal to acknowledge the uninhabitable state of the unit (mold/rot) as a valid medical stressor.” I accept the tenant's testimony as truthful but she can still be mistaken and possesses no specialized medical knowledge that would qualify her as an expert. In addition, she is inherently biased.
53. In the circumstances, this tribunal does not find the tenant has proven on a balance of probabilities that the landlord has caused her inability to return to work. It seems equally likely that this inability was caused by other major stressors in her life.

Decision

54. The tenant's claim for compensation for inconvenience fails.

Issue 3: Compensation for Damages

Tenant's Position

55. The tenant claims \$2022.24 in compensation for damages, divided amongst 5 items. These were \$282.24 for an estimated overage in the power bill, \$600.00 for potential mold contamination, \$350.00 for a mattress, \$450.00 for spoiled food, and \$340.00 for compensation for work done.

Landlord's Position

56. The landlord denies the tenant's claims. He maintains that the rental agreement holds that the tenant is responsible for the utilities cost, submits that the mould would have been remedied if not for the tenant's actions, and that all outstanding agreements of compensation have been settled.

Analysis

57. The tenant provided bills she was given by NL Power (C14), showing the monthly bills for meter readings from 28-October-2025 to 25-February-2025. She testifies that her power bill was significantly higher than it would have been because of the failure to repair the door and the poor state of the refrigerator.
58. The landlord is correct that the tenant is responsible for the cost of electricity. Notwithstanding this, if a landlord violates the rental agreement or the *Act* and this increases the tenant's cost, they may be responsible for the difference. In terms of the violation of the rental agreement, this tribunal has already found above that the time taken to fix the door fell below the standard required. There was no evidence provided, however, that the landlord was formally notified of any issues with the refrigerator.
59. The real difficulty with the tenant's claim is determining the amount of additional electricity caused by the unsatisfactory state of the door from 10-Jan-2026 to 24-February-2026. The tenant suggested the average for an apartment of this size is about \$200.00 and therefore seeks to be reimbursed for the difference between that and her actual bills.
60. To reiterate, the question in this case is purely "what is the difference caused by the landlord's failure to repair the door?" The average of other apartments of the same size is not directly relevant, because every apartment has its own unique qualities. This is a question of fact with many variables. For instance, what percentage of the heating cost was caused by the door issue? What percentage of the total power bill goes to heating?
61. After considering the available evidence, this tribunal estimates that the door issue cost the tenant about \$45.00 from 10-Jan-2026 to 24-February-2026. This portion of the tenant's claim succeeds in the amount of \$45.00. This total represents only a rough estimate based on a percentage of the tenant's power bill.
62. Next, the tenant claims \$600.00 for potential mould contamination. This tribunal has already ruled that the landlord is not responsible for damages resulting from the mould at this time. In addition, damage cannot be potential. It must be demonstrated. This portion of the tenant's claim fails.

63. The tenant claims \$350.00 for the partial cost of a mattress. The tenant says that her mattress has been ruined from overuse as the landlord's failure to address the mould has forced her to operate entirely from her bed. Again, this tribunal does not hold the landlord responsible for the mould issue at this time. This portion of the tenant's claim fails.
64. The tenant claims \$450.00 for food spoilage caused by the mould and the refrigerator. This portion of her claim fails for the same reasons as above.
65. Finally, the tenant claims \$340.00 for the cost of repairs completed. She provided a sworn affidavit (C1) from her father, who repaired the lock and testified that the landlord agreed verbally to pay him for the cost of the lock as well as his time and labour. Only the cost of the lock was reimbursed. When asked if he recalled agreeing to pay for the gentleman's work, the landlord testified that he did not recall doing so, though he did recall agreeing to pay for the lock.
66. Considering the evidence on a balance of probabilities, I think it more likely than not that the landlord did agree to pay for the labour and subsequently forgot. The tenant estimated that the work took 2-3 hours. This tribunal awards labour at a rate of minimum wage + \$8.00/hour or \$24.00/hour. The tenant's claim succeeds in the amount of \$60.00.

Decision

67. The tenant's claim for damages succeeds in the amount of \$105.00.

Issue 4: Other Compensation

Tenant's Position

68. The tenant claims \$6000.00 in other compensation for 1 ambulance call for respiratory distress and 3 crisis unit visits caused by the state of the premises. She says the unit has exacerbated her medical conditions and required her to take maximum amounts of all her prescribed medications. Exhibit C3 provides some of her medical records as evidence.

Landlord's Position

69. The landlord denies any responsibility for the tenant's medical issues.

Analysis

70. It is the responsibility of a claimant to provide sufficient evidence on which to establish their claim on a balance of probabilities. No party called witnesses or provided sworn testimony from a medical expert. This tribunal has no specialized medical expertise which would allow it to interpret the facts and documents provided to make a finding of causation, i.e., that the landlord is responsible for the tenant's medical issues. The tenant's assertion alone is not sufficient to establish causation. The finding of this

tribunal is therefore that the tenant has failed to provide sufficient evidence to establish her claim and that the claim fails on that basis.

71. In the alternative, if this tribunal were to rely on its limited, layman's understanding of medicine to interpret the tenant's evidence, it would find for the same result. The tribunal has already ruled against finding the landlord responsible for the mould issue at this time. The ambulance report the tenant provided states in the comments "Airway: patent, Breathing: normal, Circulation: present. It also notes "anxiety++." The tenant highlights signs of distress including high rates of breathing, heart rate, and blood pressure, but by this tribunal's understanding there are many possible explanations for these symptoms. Similarly, the crisis line reports provided obviously show a person in legitimate and significant distress, but nothing in them suggests that the landlord's actions were the likely cause.

Decision

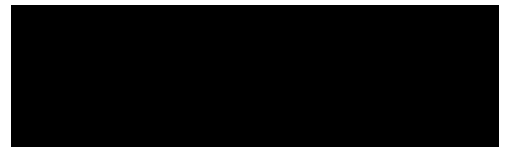
72. The tenant's claim for other compensation fails.

Summary of Decision

73. The landlord shall pay to the tenant \$716.18.

13-May-2026

Date



Seren Cahill
Residential Tenancies Office