

Residential Tenancies Tribunal

Application 2026-0230-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called 9:05 a.m. on 8-April-2026.
2. The applicants, [REDACTED] (tenant 1) and [REDACTED] (tenant 2), hereinafter referred to as “the tenants” attended by teleconference.
3. The respondent, [REDACTED] represented by [REDACTED] and [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenants submitted 4 affidavits with their application stating that they had served the landlord with the notice of hearing electronically by emails to 4 different employees of the Company on 18-March-2026 (TT#1). The landlord’s representative confirmed receipt of the documents on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There is a month-to-month rental agreement which commenced on 1-July-2023. The building was sold to [REDACTED] on 31-October-2024 and is managed by [REDACTED]. Rent is \$845.00 per month, due on the 1st day of each month. A security deposit of \$387.50 was paid on 1-July-2023 and was transferred to the new owner.
6. It is understood from the application that the tenants are seeking rent refunded beginning October 2025 up to March 2026 at \$422.50 per month for a total of \$2535.00. The application is amended to include the month of April for a total of \$2957.50. The tenants are also seeking hearing expenses.

Issues before the Tribunal

The tenants are seeking:

- Rent refunded \$2957.50
- Rent reduced by \$422.50 per month until repairs are made
- Hearing expenses \$20.00

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*.
8. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 10: Statutory Conditions. Also, relevant and considered is Section 12-1 of the *Residential Tenancies Policy*: Recovery of costs.

Issue # 1: Rent Refunded \$2957.50

Tenant's and Landlord's Positions

9. The tenants testified that there have been 2 major issues at the apartment building which constitutes a material breach of the rental agreement, and which also affects their daily lives including their health and safety. Tenant 1 stated that both the elevator and the intercom system are inoperable and have been since the Fall of 2025. Tenant 1 testified that she was told by the property management company that the elevator is just a luxury, and she submitted a copy of a *Tenant's Request for Repairs* form dated 11-February requesting the repairs to be completed on or before 25-February (TT#2). The tenants stated that they reside on the 4th floor of the building, and that the broken elevator means taking 3 flights of stairs (28 steps in total) every time they leave and return to their unit. Tenant 1 emphasized that they are seniors and chose the building because it had an elevator for easy access to their unit and because it had an intercom system which provided them with a sense security. The tenants are seeking to have 50% of the rent paid from October 2025 to current month refunded to them in the amount of \$422.50 per month for a total of \$2957.50 (7 months x \$422.50).
10. The landlord's representative did not dispute that both the elevator and the intercom system have been inoperable since early Fall; however, she disputed that the tenants should receive a refund of rent, and she stated that such a request was unreasonable. The landlord's representative stated that the rental agreement does not contain a clause stating that the elevator forms a part of the agreement, nor do they ever advertise that their property has an elevator. The landlord's representative testified that the *Company* has done everything in their power to have the elevator and the intercom system repaired in a timely fashion but came up against issues out of their control. The landlord's representative stated that they have done their due diligence to ensure that the repairs are done as soon as possible given the resources available to them.
11. With regards to the elevator, the landlord's representative stated that the elevator has been out of order since 13-October and it appeared that someone tried to maneuver an object into the buttons of the elevator and she stated that they posted an "out of order" sign immediately, followed by contacting the service provider of the elevators in the area. The landlord's representative stated that it took approximately 1.5 months just to have a technician assess the situation, only to learn that it will take some time to locate the necessary parts as they are not manufactured in *Canada*. The landlord's representative stated that she was communicating back and forth with [REDACTED] who is now the subsidiary of the original company and had a technician return to the premises who was successful in completing a full assessment with prices on the parts required and the cost of having the repairs completed, which was received on 4-February. The landlord's representative stated that it wasn't until this time that they were able to forward the quote to the owner of the building for review and approval.
12. With regards to the intercom system, the tenants stated that they first spoke to the landlord regarding the inoperable intercom system on 11-February as they did not expect

any action to be taken. I asked the tenants how the inoperable intercom system affected their lives and tenant 1 responded that they do not feel safe in the building anymore as the side door (fire exit) is always left open for anyone to enter the building.

13. The landlord's representative did not dispute that the intercom system is inoperable; however, she disputed that the problem presents any type of a safety issue to the tenants and she stated that the intercom system is irrelevant to the safety and security of the building as the exterior door has a secure lock on the outside and every tenant has a main door key and they cannot bypass entry without using the main door key. The landlord's representative testified that they were not made aware of the malfunctioned intercom until 8-January at which time a tenant telephoned and reported the problem, and she stated that a maintenance technician from their staff was sent to the building immediately, followed by a [REDACTED] technician who diagnosed the problem as a potential fiber op issue. The landlord's representative stated that they are still in contact with [REDACTED] trying to get the problem rectified.

Analysis

14. Section 10(1) of the *Residential Tenancies Act, 2018* states:

Statutory conditions

10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. *Obligation of the Landlord*

- a. *The landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.*

15. I accept that the tenants are frustrated with the situation and the time that has lapsed with no repairs made to date, and I accept that the landlord has been working diligently to fulfill their obligation as per Section 10 of the *Act* as stated above to ensure that the repairs are made as soon as possible. Each item shall be reviewed separately:

Item # 1: Elevator: The tenants rented a unit on the 4th floor of an apartment building which had a working elevator at the time and there was no reason for them to think that at some point this service would no longer be provided. I asked the tenants how the absence of the elevator service has affected them and tenant 1 responded that she has mobility issues and that they are both in the later years of their lives and depended heavily on the elevator.

The landlord's representative stated that the elevator does not form a part of the rental agreement and there is even a clause in the rental agreement to that effect, however I disagree with that statement, and according to *Case Law* in Ontario, elevators do form a part of the rental agreement and a typical rebatement of 6-7% has been typically awarded in similar cases ([REDACTED]). I asked the landlord's representative why the owner of the building has not taken action after receiving the quote over 2 months ago and she stated that she could not speak to that but given the high cost to repair the elevator at approximately \$48,000, they may be weighing their options with regards to repairing the elevator as opposed to replacing it.

Item # 2: Intercom System: The tenants rented a unit with an intercom system whereby people entering the unit would have to buzz in before gaining access to the unit and the tenants stated that this service provided them with a sense of security. I asked the tenants how the absence of the intercom system has affected their lives and tenant 1 responded that the fire exit door is now left open which allows easy access to the building and people are entering the building who don't necessarily have a reason to do so.

The landlord's representative did not dispute that the intercom system is inoperable, however she disputed that the broken intercom system has affected the safety of the tenants residing at the premises, and she stated that keys are still used to access the building. I agree with the landlord's representative that the broken intercom system doesn't open up the premises to anyone who may want to enter, and I agree that the tenant's safety is not jeopardized due to the absence of the intercom system.

16. I find that the inoperable elevator is a material breach and some amount of rent shall be refunded to the tenants. The question is how much? I find that the intercom system is not a material breach and rent shall not be refunded for the time the intercom has been inoperable. I asked the tenants what percentage of the \$422.50 per month requested to be refunded is for the elevator and what percentage is for the intercom system and tenant 2 responded 75% (\$316.88) for the elevator and 25% (\$105.62) for the intercom.
17. The factors taken into consideration when determining what percentage of rent should be refunded to the tenants consist of the size of the building, the duration of the shutdown and the tenant circumstances. I find having to walk up and down 28 steps daily would not be a major problem for the average person, but most likely would be for older people, especially with mobility issues, and I find that having to do so for a duration of 7 months is unreasonable. With that said, I also find that the landlord did do their due diligence with regards to having the elevator assessed and presenting the quote to the building owner.
18. The end result is that the tenants rented a building which offered elevator services and when that service was discontinued (for whatever reason) it created a material breach and the tenants should be compensated for their inconvenience. I shall follow suit with previous case law files whereby 7% of the monthly rent was refunded to the tenants due to the breach. I find that the landlord shall refund rent for the period of ½ of October to the end of April in the amount of \$384.48 (7% x \$845.00 x 6.5 mths).

Decision

19. The tenant's claim for refund of rent succeeds in the amount of \$384.48.

Issue # 2: Repairs Made – Rent Reduced Until Repairs Are Made \$422.50

Tenant's and Landlord's Positions

20. The tenants stated that they would like to have their rent reduced by 50% each month going forward due to the inoperable elevator and the intercom system in the amount of \$422.50.
21. Both the tenant's and the landlord's arguments remain the same as stated above.

Analysis

22. Based on the analysis and decision made above, I find that rent shall be reduced by 7% in the amount of \$59.15 per month leaving a balance of \$785.85 payable on the 1st day of

each month, until the elevator is repaired and operational. I find that there shall not be any reduction in rent paid due to the inoperable intercom system.

Decision

- 23. The tenant’s claim to have rent reduced per month succeeds in the amount of \$59.15 (7% reduction) effective 1-May-2026 until such time as the elevator is repaired and operable.
- 24. The tenant’s claim to have rent reduced per month for the inoperable intercom system does not succeed.

Issue # 3: Hearing Expenses \$20.00

Analysis

25. The tenants paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (TT#3). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the tenant’s claim has been partially successful, I find that the landlord is responsible for the hearing expenses.

Decision

26. The tenant’s claim for hearing expenses succeeds in the amount of \$20.00.

Summary of Decision

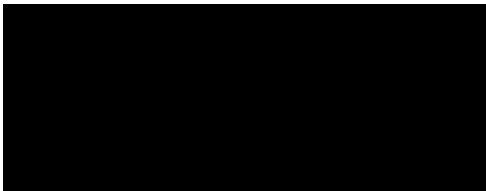
27. The landlord shall pay the tenants \$404.48 as follows:

Refund of rent	\$384.48
Hearing expenses	20.00
 Total	 \$404.48

28. The tenants shall pay \$785.85 for monthly rent (7% reduction) effective 1-May-2026, until such time as the elevator is repaired and operable, at which time the full rent of \$845.00 shall be paid.

April 22, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office