

Residential Tenancies Tribunal

Application 2026-0265-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 2:01 p.m. on 16-April-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference. The applicant, [REDACTED], hereinafter referred to as “the tenant” did not attend.
3. The respondent, [REDACTED] hereinafter referred to as “the landlord” did not attend.

Preliminary Matters

4. The landlord was not present or represented at the hearing and I was able to reach her by telephone at the start of the hearing, at which time she indicated that it was her belief that once the security deposit was refunded that all claims against her would be dropped. The landlord was not in a position to attend the hearing due to work obligations. This Tribunal’s policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent’s absence so long as she has been properly served.
5. The tenants submitted an affidavit with their application stating that they had served the landlord with the Notice of Hearing electronically by email to; [REDACTED] on 1-April-2026 (TT#1). The tenants provided proof of service (TT#2). In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There was a written month-to-month rental agreement which was scheduled to commence on 1 May 2023. The tenants took possession early on 10 April 2023 and they vacated the unit on 15 February 2026. Rent was \$2650.00 per month, due on the first day of each month. A security deposit of \$1325.00 was paid on 17-April-2023 and was refunded to the tenants on 1 April 2026.
7. The tenants amended the application to omit refund of security deposit and to seek the interest portion of the security deposit only, and to include hearing expenses.

Issues before the Tribunal

8. The tenants are seeking:
- Compensation paid for damages \$350.00
 - Compensation for inconveniences \$2650.00
 - Interest portion of the security deposit
 - Hearing expenses \$74.32

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Polic Manuel*: Section 9-3: Claims for damages to rented premises and Section 12-1: Recovery of costs.

Issue # 1: Compensation Paid for Damages \$350.00

Relevant Submission

11. The tenant testified that there was damage to a couple of their personal items and they are seeking compensation in the amount of \$350.00. The tenants submitted a damages ledger to support the claim (TT#3). See copy of damages ledger below:

Compensation for damages	\$350
KidKraft dollhouse damage	\$150
Teeth whitening device damage	\$200

Tenant's Position

12. The tenant's position on each item is as follows:

Item # 1: Kidkraft dollhouse (\$150.00) - The tenant testified that water drainage from an improper HVAC replacement system with an open-ended exhaust line was located in the garage area where water drained into a bucket and had to be emptied frequently. The tenant testified that in the days/weeks leading up to them moving, some items were stored in the garage area next to the open hose and bucket and some water leaked onto the garage floor causing damage to a wooden dollhouse. The tenants are seeking \$150.00 for the value of the dollhouse after applying depreciation and they submitted photographs of the damaged dollhouse to support the claim (TT#4).

13. **Item # 2: Teeth whitening device (\$200.00)** - The tenant testified that water drainage from the bathroom sink area under the cupboard caused damage to a teeth whitening device which had to be disposed of, and they are seeking \$200.00 to replace the device. The tenant submitted a photograph of the damaged box to support the claim (TT#5).

Analysis

14. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

15. Each item is analyzed as follows:

Item # 1: Kidkraft dollhouse (\$150.00) – I asked the tenant if they ever made a request to the landlord to change the set up so that the water did not flow into a bucket and the tenant responded that they did not but that they did make the landlord aware of the impact of the situation. I accept the exhibits entered into evidence which shows damage to the dollhouse, however in accordance with Section 9-3 of the *Policy* as stated above, the tenant was unable to show that the landlord was negligent in causing the damage to the dollhouse. I find that the tenants knew that there was a flow of water in the garage area from the exhaust line, and it was their decision to store personal items in the area. I find that the landlord was never asked to make repairs to the open hose or to change the set up. I find that the landlord was not negligent in causing the damage to the dollhouse. For those reasons, I find that the landlord is not responsible for the cost of the damage to the dollhouse.

Item # 2: Teeth whitening device (\$200.00) - I accept the exhibit entered into evidence which shows that the cardboard box which contained the teeth whitening device got wet while stored under the bathroom sink, however in accordance with Section 9-3 of the *Policy* as stated above, the tenant failed to show that there was any damage to the actual device itself and the tenant was unable to show that the landlord was negligent in causing the water leak. For those reasons, I find that the landlord is not responsible for the cost to replace the teeth whitening device.

Decision

16. The tenant's claim for compensation paid for damages does not succeed.

Issue # 2: Compensation Paid for Inconvenience \$2650.00

Relevant Submission

17. The tenant testified that they were inconvenienced during the tenancy for several reasons and they are seeking \$2650.00 for breaches of quiet enjoyment, maintenance failures, and safety hazards during the tenancy which caused them pain and suffering. The tenants submitted a copy of an inconvenience ledger to support the claim (TT#6). See copy of inconvenience ledger below:

Claim	Amount
Compensation for inconvenience	\$2,650
Unauthorized agent entry	\$300
Insufficient notice – surveyors	\$250
Garage access obstruction	\$200
Improper snow clearing	\$250
Front door handle removal and injury	\$400
Unrepaired shiplap wall hazard	\$400
Kitchen floor tile hazard	\$200
Air exchanger drainage issue	\$200
Duct cleaning delay	\$250
Dishwasher malfunction and improper repair	\$200

Tenant's Position

18. The tenants provided a written overview of all issues (TT#7). The tenant's position on each item is as follows:

Item # 1 & 2: Unauthorized agent entry & insufficient notice (\$550.00) – The tenant testified that on 26 January 2026 a real estate agent entered the backyard to take photographs of the property and the landlord failed to provide any notice. The tenant testified that on 4 February, surveyors also accessed the grounds with only 1 hour notice and the tenant stated that this was a breach of their quiet enjoyment. The tenant stated that they are seeking \$550.00 for their pain and suffering.

Item # 3-4: Garage access obstruction & improper snow clearing (\$450.00) - The tenant testified that the snow clearing provided by the landlord was not up to standards and impeded their access to the garage door mostly because the landlords relative (also a tenant) parked their vehicle in front of the garage door. The tenant stated that this created a material breach of the rental contract, and they are seeking \$450.00 for their time to shovel and for their pain and suffering.

Item # 5-9: Injury from door handle, unrepaired shiplap, kitchen floor tile, air exchange drainage, and duct cleaning delay (\$1450.00) - The tenant testified that there were maintenance issues and safety failures which included an injury caused due to a broken door handle, unrepaired shiplap on the wall and a broken floor tile which had a sharp edge. The tenant stated that all those issues constituted a material breach which resulted in pain and suffering for the tenants. The tenant also stated that the delay in cleaning the duct system caused severe allergies which also resulted in pain and suffering and they are seeking \$1450.00.

Item # 10: Dishwasher malfunction (\$200.00) - The tenant testified that the dishwasher experienced extended malfunction issues throughout the tenancy and they are seeking to have \$200.00 refunded to them for a three-month period whereby they did not have access to the dishwasher. The tenant stated that the landlord was made aware of the problem with the dishwasher on 9-March-2024 and a technician arrived on

19-March and cleared a blocked line but installed the spray arm incorrectly which put the dishwasher out of commission up to early May.

Analysis

19. Section 47 of the *Residential Tenancies Act, 2018* states:

Order of Director

47 (1). After hearing an application the director may make an order

(h) directing a landlord to pay a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent.

20. I accept the testimony of the tenant and the exhibits entered into evidence. Each item is analyzed as follows:

Item # 1 & 2: Unauthorized agent entry & insufficient notice (\$550.00) – This tribunal does not have the authority to award for pain and suffering; thus those items will not be analyzed for the purpose of this decision.

Item # 3 & 4: Garage access obstruction & improper snow clearing (\$450.00) – I accept that the landlord provided snow clearing as a condition of the rental agreement, however the rental agreement does not emphasize that the doorways would be shoveled. I asked the tenant if the landlord always sent a snowplow to clear the driveway after it snowed and the tenant responded that she did. The tenant stated that due to another tenant at the premises, and where they would park their vehicle, the snow would get pushed up against the garage door blocking their access. The tenant stated that they would have to shovel the snow away from the garage door which is a material breach. I asked the tenant if they ever made the landlord aware that the snow clearing was insufficient, and the tenant responded that they did not.

I find that the landlord provided snow clearing and had no reason to believe that the services provided were insufficient. Also, I asked the tenant if they had to pay monies to retain the services of another snow clearing company to access their property and he responded that they did not.

I find that the snow clearing issue does not constitute a material breach and as such, the landlord is not responsible to pay the tenants for their inconvenience when snow got pushed up against the garage door.

Item # 5 - 9: Injury from door handle, unrepaired shiplap, kitchen floor tile, air exchange drainage, and duct cleaning delay (\$1450.00) – This tribunal does not have the authority to award for pain and suffering; thus those items will not be analyzed for the purpose of this decision.

Item # 10: Dishwasher malfunction (\$200.00) - I accept that having access to a functional dishwasher formed part of the rental agreement. The tenant testified that the dishwasher often malfunctioned and the landlord would repair it but on 9-March-2024 it became inoperable and lasted until early May. The tenants are seeking \$200.00 for their inconvenience over a three-month period.

I find that the absence of a working dishwasher was a material breach and although the landlord was aware of the situation and made every effort to rectify the problem, the tenants were still without an appliance that formed a part of the rental agreement. I find

that it is reasonable to expect that the dishwasher represents a marginal percentage of the overall rent that is charged. A nominal amount of \$25.00 per month shall be awarded for a total of \$75.00 (3 months x \$25.00).

Decision

21. The landlord’s claim for compensation paid for inconveniences succeeds in the amount of \$75.00.

Issue # 3: Interest Paid on Security Deposit

Tenant’s Position

22. The tenant testified that the security deposit was refunded to them on 1 April-2026, however the interest portion was not included, and they are seeking to have the interest calculated and refunded to them in full.

Analysis

23. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant(s) for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2023 was 0%, for 2024-2025 was 1% and is currently 0% for 2026.

Decision

24. The tenant’s claim for interest paid on the security deposit succeeds in the amount of \$26.50.

Issue # 4: Hearing Expenses \$74.32

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#8). The tenant also testified that they incurred a *Notary* fee of \$54.32. In accordance with Section 12-1 of the *Policy*, filing fees and other administrative fees can be claimable costs. As the tenant’s claim for losses has been mostly unsuccessful, I find that the landlord is not responsible for hearing expenses.

Decision

26. The tenant’s claim for hearing expenses does not succeed.

Summary of Decision

27. The landlord shall pay the tenants \$101.50 as follows:

Compensation for damages	\$0.00
Compensation for inconvenience	75.00
Hearing expenses	0.00
Interest paid on security deposit.....	26.50
 Total	 \$101.50

May 1, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office