

Residential Tenancies Tribunal

Application 2026-0414-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:03 a.m. on 21 July 2026.
2. The applicants, [REDACTED] and [REDACTED] hereinafter referred to as “the tenants” attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED] hereinafter referred to as “the landlord” attended by teleconference.

Preliminary Matters

4. The tenants submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically by email on 20 June 2026 (TT#1). The landlord's representative confirmed receipt of the document on 5 June 2026. The tenants confirmed they made a clerical error on the affidavit. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed-term rental agreement which commenced on 1 April 2025. The tenants vacated the unit on 31 March 2026. Rent was \$1575.00 per month, due on the 1st day of each month. A security deposit of \$1181.25 was paid on 21 March 2025 and has been ordered to be used against monies owing to the landlord as per *Residential Tenancies Decision 2026-0334-NL* dated 10 June 2026.
6. The applicants wished to seek compensation for damages as per the damage's ledger submitted (TT#2), however the applicants' request for damages was denied because damages were not identified in their application. Respondents are entitled to know the claims they must respond to, and allowing new claims at the hearing may be unfair and prejudicial. Accordingly, the Tribunal was limited to the issues identified in the application.

Issues before the Tribunal

7. The tenant is seeking:
 - Other \$3000.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.

Issue # 1: Other \$3000.00

Analysis

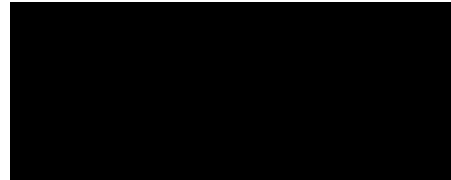
9. The application for dispute resolution clearly stated that the tenants were seeking compensation for harassment and intimidation caused by the *Property Management Company* and they are seeking \$3000.00 for their pain and suffering.
10. In accordance with Section 47 of the *Act*, this tribunal can only make an award for compensatory damages and that any decision in relation to pain and suffering would exceed the competence and jurisdiction of this tribunal. The Tribunal may award compensation for proven financial losses that fall within its jurisdiction. The Tribunal does not have authority to award damages for pain and suffering, emotional distress, or other non-pecuniary losses. As the tenants are seeking compensation for pain and suffering, I find that the requested remedy is outside the jurisdiction of the Tribunal and the claim cannot succeed.

Decision

11. The tenant's claim for "Other" does not succeed.

July 27, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office