

Residential Tenancies Tribunal

Application 2026-0426-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 17-June-2026 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, was assisted in the presentation of her case by [REDACTED]. Both of them attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, also attended by teleconference.

Preliminary Issues

4. The respondent acknowledged they were properly served.
5. This is a month-to-month lease agreement with rent set at \$910.00/month, reduced to \$607.00/month as per the order 2025-0562-NL and a security deposit of approximately \$656.25.

Issues before the Tribunal

6. Should the landlord's claim for repairs and a reduction in rent 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: Repairs

Tenant's Position

8. The tenant claims for an order for repairs and that rent be reduced by \$315.00/month until the repairs are completed. She testifies that the landlord has failed to comply with multiple requests for repairs (T#64-T#68). Each of these requests for repairs are in the proper form and valid on their face, and each request that the landlord address the issue

of a mice infestation in the unit. Some of the requests identify specific holes dug by mice into the unit and asks they be filled. The tenant highlights that in the previous decision of this tribunal referenced above, I wrote to the effect that a landlord can fail to uphold their contractual duty to keep the premises in good repair and be penalized for it notwithstanding them making a good faith attempt to rectify the issue. She provides ample evidence of mice within the unit as well as a letter from an environmental health officer (T#27) and an email from pest removal specialist Orkin (T#58).

Landlord's Decision

9. The landlord acknowledges the ongoing mouse problem but argues he has done everything reasonably possible to address the issue and responded to each actionable request for repairs he has received. He put it to the tenant that each hole in the walls had been filled and from her evasive response I infer she cannot refute this. He testifies that he has had Orkin attend the premises multiple times and they have made effort to deter the mice, including by laying traps and installing and maintaining bait stations outside the premises. While the tenant says he needs to identify and block each possible entrance the mice may be using to enter the building, he responds that he has made efforts to do so but that the large apartment building, built in 1967, makes this task impossible. He highlights that he is unaware of what the situation may be under the building and the cost of investigating would be prohibitive.

Analysis

10. In the previous decision, I accepted that the landlord had made good faith efforts to effect repairs but nevertheless was responsible for his failure to successfully do so. In that case, the specific facts were that the gentleman who spoke for the landlord at the hearing agreed there were repairs that needed to be done and indicated he had petitioned the company in charge, but that was the extent of his personal power. In particular, I had found the landlord liable for failing to remediate leaking water that had been reported on 29-May-2025 and had not been remedied at the time of the hearing 11-August-2025. Given the damage water can do to a property, this was very concerning. As I found them, the facts indicated that the landlord had been attempting lower cost fixes before taking more expensive but necessary repairs. In this context, it should be clear that my comments were meant to highlight that it is not enough for a landlord to prove they have been trying, in some way, to remediate the issues. They were not meant to stand for the proposition that a landlord can be held to an unachievable standard. The standard is that a landlord must take all reasonable steps.
11. The tenant argued that the landlord was simply failing in this case to take the necessary steps to prevent mice from entering, but I find their evidence does not support this. T#27 and T#58 contain comments from experts who had not seen the building and were speaking in vague, hypothetical terms about what remedies might be necessary. The tenant did not suggest what else, specifically, the landlord might do to remedy the issue permanently, nor do I see any obvious answer. The tenant infers that Orkin has not attempted to identify all possible entry points, but this inference is only logical if such an inspection would always succeed. I find this inference doubtful, given the expense the landlord is expending to have Orkin attend regularly. It would be in the landlord's best

interest to protect their property and eliminate the cost of indefinite future visits from Orkin to find a permanent solution.

12. Considering all the tenant's evidence on a balance of probabilities, I find that the landlord has taken all reasonable steps to address the tenant's request for repairs.

Decision

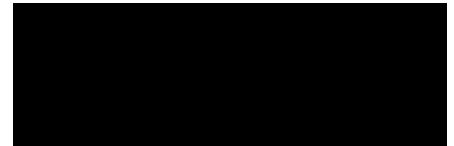
13. The tenant's claim for an order of repairs and rent reduction fails.

Summary of Decision

14. The tenant's claim fails.

26-June-2026

Date



Seren Canllin
Residential Tenancies Office