

Residential Tenancies Tribunal

Application 2026-0583-NL

Angie Brenton
Adjudicator

Introduction

1. Hearing was held on 19 August 2026 at 1:45 pm.
2. The applicants, [REDACTED], hereinafter referred to as the landlords, attended the hearing via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the tenant, attended the hearing via teleconference and was represented by [REDACTED]

Preliminary Matters

4. The Landlord served the Notice of Hearing (LL#1) on 11 June 2026 at 11:58 am by sending it electronically at an address provided by the tenant. They submitted a copy of the delivery of service page. In accordance with the *Residential Tenancies Act, 2018* this is considered good service.
5. The parties agreed they entered a one-year fixed-term tenancy commencing March 1, 2022. Following the expiry of the fixed-term agreement, the tenancy continued on a month-to-month basis. Rent was \$1,600.00 per month, payable on the first day of each month. A security deposit of \$1,200.00 was paid at the commencement of the tenancy and remains in the landlords' possession.

Issues before the Tribunal

6. The landlord is seeking:
 - Rent paid;
 - Compensation for inconvenience; and
 - Utilities.

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)*. Also considered and referred to in this decision is section 19 and 47(h) of the *Act*.

Issue 1: Rent Paid- \$1600

Relevant submission

8. The tenant testified that the notice to end the tenancy was provided 1 February 2026. The tenant stated that they provided standard notice to vacate, not less than one month before the end of the rental cycle. The landlord did not dispute the notice and testified that the notice was acceptable. The landlord submitted a rental ledger showing rent owing for the month of May 2026 (LL#2).

Landlords position

9. The landlord submitted that the tenants vacated the rental premises effective March 31, 2026; however, outstanding repairs and replacements delayed the landlord's ability to market the property. The landlord confirmed that the parties entered into an agreement whereby the tenants would pay rent for April 2026 to allow time for the completion of repairs and replacements. The landlord testified that this work included replacing damaged cabinets and installing a replacement refrigerator. The landlord stated that their real estate agent conducted a walkthrough of the premises in May 2026 and observed that the replacement refrigerator had not been installed and that cabinet repairs remained incomplete. As a result, the landlord submitted that photographs could not be taken and the property could not be listed for sale. The landlord further testified that, following an inspection of the premises after the tenants vacated, additional significant damage was identified. The landlord argued that the condition of the premises resulted in a financial loss because the property could not be marketed for sale and, as a result, seeks \$1,600 representing the month of May 2026.

Tenants Position

10. The tenant confirmed that a mutual agreement was made with the landlord for an additional month's rent paid for April 2026 while outstanding items were addressed. The tenant stated that the work was completed by the end of April 2026, apart from a replacement cabinet knob and a replacement refrigerator, which was installed on June 3, 2026. The tenant stated they replaced the cabinets, replaced the washer and dryer, and plastered a hole in a wall. The tenant testified that the wall was not painted as they had been instructed not to do so by an individual completing repairs on behalf of the landlord. The tenant affirmed that repairs identified to them by the landlord in April have been

completed. The tenant argued that the refrigerator remaining in the premises was fully functional and only cosmetically damaged. The tenant disputed that the condition of the premises prevented the property from being marketed and stated that the landlord was completing unrelated repairs within the premises that affected its ability to be photographed and listed for sale. The tenant further disputed that any rent was owing for May 2026.

Analysis

11. The landlord seeks \$1,600, representing the month of May 2026. Pursuant to section 18 of the Act, a month-to-month tenancy may be terminated upon proper notice. In this case, the parties did not dispute the notice provided by the tenant, and the Tribunal accepts that the tenancy ended effective March 31, 2026. The parties entered into an agreement whereby the tenant agreed to pay rent for the month of April to allow for the completion of repairs and replacements. The landlord testified that the condition of the premises prevented the property from being listed on the market and resulted in a loss equivalent to one month's rent for May and three days in June, on which they agreed the requested repairs were fully complete.
12. The Tribunal accepts that certain repairs and replacements remained outstanding after April 2026. However, based on the evidence before it, the Tribunal is not satisfied that the condition of the premises prevented the property from being rented. The evidence was that a functional refrigerator remained in the premises until the replacement refrigerator was installed and that the remaining cabinet repair involved a single cabinet handle. The landlord also indicated that additional significant damage remained within the rental premises following an inspection. However, no claim respecting those alleged damages is before the Tribunal in this application and will not be considered in this application decision.
13. While the landlord may have preferred that all repairs and replacements be completed to the satisfaction of the real estate agent before marketing the property, the issue before the Tribunal is whether the landlord incurred a financial loss as a result of the tenant's actions. On a balance of probabilities, the Tribunal finds that the outstanding items, specifically the installation of a replacement refrigerator and minor cabinet repairs, did not make the rental premises unsuitable for occupancy. The evidence shows that a functional refrigerator remained in the unit and that only minor repairs were outstanding. The evidence further indicates that the landlord was preparing the property for sale rather than seeking a new tenancy and did not take steps to rent the premises during the period claimed. The landlord did not provide sufficient evidence that the premises could not have been rented or that any rental opportunity was lost because of the outstanding repairs. Accordingly, the Tribunal finds that the landlord has not established a loss in the amount of \$1,600.00.

Decision

14. The landlord has not established entitlement to the claimed rent of \$1,600.00.

Issue #2: Compensation paid for inconvenience- \$160.00

Relevant Submission

15. The landlord submitted ledger showing (LL#4) an amount of \$160.00 claimed for June 1 to June 3, 2026, described by the landlord as compensation for inconvenience and calculated based on three days of rental income.

Landlord's Position

16. The landlord stated that not having repairs fully completed delayed the sale process of their home and seeks compensation for inconvenience in the amount of \$160.00, representing three days of rental income due to a new fridge not being installed until June 3, 2026.

Tenant's Position

17. The tenant disputed that the condition of the premises prevented the property from being listed and submitted that the remaining outstanding items were minor in nature and would not prevent the landlord from listing and renting or selling the property. The tenant submits that no compensation is owed.

Analysis

18. Section 47(1)(h) of the *Act* is considered in this analysis as follows

Order of director

47(1)

...

h) directing a landlord to pay to 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;

19. The landlord seeks \$160.00, representing three days of rental income from June 1 to June 3, 2026, characterized as compensation for inconvenience arising from the delayed installation of a refrigerator and certain missing cabinet fixtures. Section 47(h) of the *Act* permits compensation for inconvenience to be awarded to a tenant where a landlord has

contravened the Act or rental agreement. Accordingly, the Tribunal finds that the landlord is not entitled to compensation on that basis.

20. The Tribunal has also considered whether the claim could be characterized as a claim for financial loss. On a balance of probabilities, the evidence does not establish that the outstanding items prevented the premises from being occupied or rented. The absence of a refrigerator until June 3, 2026, and the missing cabinet fixtures would not have prevented the premises from being rented. While I acknowledge the landlord's frustration and accept these issues may have affected the timing of listing the property for sale, they do not establish a compensable loss under the Act. The landlord has not provided sufficient evidence that any rental income was lost as a result of the outstanding repairs. Accordingly, the Tribunal finds the landlord's claim for compensation for inconvenience in the amount of \$160.00 is unsuccessful.

Decision

21. The landlords claim for compensation paid for inconvenience does not succeed.

Issue #3: Utilities paid-179.72

Relevant Submissions

22. The landlord submitted a utility ledger (LL#5) showing utilities in the amount of \$178.92 for the period of April 22, 2026, to May 22, 2026. The landlord testified that this was the final utility bill received for the rental premises.

Landlord's Position

23. The landlord submitted that utilities were the responsibility of the tenants under the tenancy agreement and stated that this was the final utility bill received after they transferred the NL hydro. The landlord argued that the tenants' outstanding repairs and replacements delayed the landlord's ability to market the property and seeks reimbursement of the utility costs incurred during the period of 22 April 2026 to 21 May 2026.

Tenant's Position

24. The tenant submitted that the parties reached an agreement whereby the tenants would pay rent for April 2026 to allow time for repairs and replacements to be completed. The tenant testified that the rental premises were not occupied by the tenants during the period claimed and that the landlords and other individuals attended the property to complete work. The tenant further submitted that a portion of the April utility costs had already been paid. The tenant testified that, although rent was paid for April 2026 to allow time for outstanding repairs and replacements to be completed, the tenants were

not residing in the rental premises during that period and disputed responsibility for the remaining utility charges.

Analysis

25. The Tribunal accepts that the tenancy agreement required the tenants to pay utilities during the tenancy. However, the parties agree that the tenancy ended effective March 31, 2026, and that the tenants paid rent for April 2026 pursuant to a separate agreement that allowed additional time to complete certain repairs and replacements. The evidence before the Tribunal was that the tenants were not residing in the rental premises during the period for which the utility charges are claimed. The landlord argued that the tenants should be responsible for these costs because outstanding repairs delayed the landlord's ability to market the property. However, as already determined, the Tribunal is not satisfied that the condition of the premises prevented the property from being rented. The evidence also shows that the property was being accessed by the landlord and others to complete work during this period.
26. The Tribunal is not satisfied that the tenants remained responsible for the utility charges claimed. Accordingly, the landlord's claim for utility costs in the amount of \$178.92 is unsuccessful.

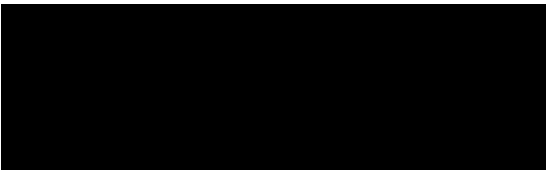
Decision

27. The landlords claim for utilities paid does not succeed.

Summary of Decision

28. The landlords claim for rent paid, compensation for inconvenience and utilities does not succeed.

September 10, 2026
Date



Angie Brenton, Adjudicator
Residential Tenancies Office