

## Residential Tenancies Tribunal

Application 2025-0359-NL & 2025-0445-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 9:02 a.m. on 18-June-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent and counter applicant, [REDACTED], represented by [REDACTED] and [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

### Preliminary Matters

4. This tribunal has to decide if there is a *residential tenancy relationship* between the applicant and the respondent before proceeding with the hearing.

### Issues before the Tribunal

5. The tribunal is required to adjudicate on its jurisdiction.

### Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
7. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 2: Definitions. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 1-2: Definition of landlord and tenant.

### Analysis

8. Section 2 of the *Residential Tenancies Act, 2018* states:

#### Definitions

2(m). In this Act, “tenant” includes

- (a) a person who is entitled to use or occupy a residential premises under a rental agreement,
- (b) a person other than a landlord who enters into a rental agreement for the purpose of renting a residential premises for the use or occupation by another person and
- (c) the assigns and personal representatives of a person referred to in subparagraph (i) or (ii).

9. Section 1-2 of the *Residential Tenancies Policy* states:

**Definition of Landlord and Tenant**

*The relationship of landlord and tenant is a contractual relationship, and it comes into existence when a landlord grants to the tenant the right to use and occupy residential premises in exchange for a payment of rent. A fundamental feature of contractual relationships is that only the parties to the contract may sue or be sued under it.*

*In order to be considered a tenant, that person must have agreed to pay rent to the landlord in exchange for the right to use and occupy residential premises. Individuals who live at residential premises with the tenant but who have not agreed to pay rent, i.e. individuals who are not a party to the contract, are considered "occupants" and should not be named in an Application for Dispute Resolution. Occupants may include the tenant's spouse, children, or other family members, or roommates.*

10. I accept the applicant's testimony that he never paid rent to his late mother, nor was he ever expected to pay rent. The applicant testified that he moved into his mother's home in August 2022 to assist her with elderly care. The respondents and counter applicants submitted a copy of a written note from their late mother showing that she entered into a rental agreement with the applicant on 1-August-2022 whereby rent would be \$700.00 per month. I accept the applicant's testimony that the letter was written for the purpose of securing monies from AES only and he testified that his application to AES was denied as he was residing with a family member. The applicant also testified that he did receive a boarding allowance, but he never paid any monies to his late mother, nor was he ever expected to pay any monies to reside at the premises. I asked the respondents and counter applicants to show that rent had been paid by the applicant to their late mother and they were unable to do so.
11. In accordance with Section 2(m) of the *Act* as stated above, a tenant is a person who is entitled to use or occupy a residential premises under a rental agreement, and I accept the applicant's testimony that he never entered into a rental agreement with his late mother and that rent was never paid nor was it ever expected to be paid.
12. In accordance with Section 1-2 of the *Policy* as stated above, I find that the relationship of landlord and tenant does not exist as the applicant was family to the late homeowner and he resided at the residence as an occupant. For those reasons, I find that a residential tenancy relationship does not exist.

**Decision**

13. The claim does not fall under the jurisdiction of the *Residential Tenancies Act, 2018*.

June 18, 2025

Date

Pamela Pennell, Adjudicator  
Residential Tenancies Office