

Residential Tenancies Tribunal

Application 2025-0422-NL & 2025-0653-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:49 p.m. on 26-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent and counter applicant, [REDACTED], represented by [REDACTED] [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.

Preliminary Matters

4. There was a verbal month-to-month rental agreement between the landlord and 4 tenants (non-applicants) which commenced on 1-September-2024. The applicant, [REDACTED] moved into the unit on 1-October-2024 without the landlord's consent and without entering into any type of rental agreement with the landlord. It is the respondent's opinion that his tenants at the time invited the applicant to stay in the unit with them and he testified that the applicant was never his tenant, and he never received any payments of rent from the applicant. The respondent testified that rent was paid in the amount of \$1500.00 per month from the tenants with whom he entered into a residential tenancy relationship with.
5. This tribunal has to decide if there was a *residential tenancy relationship* between the applicant and the respondent before proceeding with the hearing.

Issues before the Tribunal

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

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*.
8. 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

9. 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).*

10. 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.

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 respondent's testimony that the applicant never entered into a rental agreement with him and that he never paid rent to him.

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 respondent never granted the applicant the right to use and occupy the premises in exchange for a payment of rent. I accept that the applicant was not a party to the rental contract and as such, was not a tenant.

Decision

13. The claims do not fall under the jurisdiction of the *Residential Tenancies Act, 2018*.

August 27, 2025

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office