

Residential Tenancies Tribunal

Application 2023-0280-NL

Decision 23-0280-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 11:03 a.m. on 27-April-2023.
2. The applicant, [REDACTED], attended by teleconference.
3. The respondent, [REDACTED].., represented by [REDACTED], hereinafter referred to as “the respondent” attended by teleconference.

Preliminary Matters

4. The applicant submitted an affidavit (TT#01) that his mother served the respondents with notification of today’s hearing personally on 28-April-2023. The respondent confirmed receipt of notification as stated.
5. During the presentation of the claim an issue of jurisdiction arose, this requires a decision, prior to deciding issues in the Application for Dispute Resolution. The following is this tribunal’s decision regarding Jurisdiction.

Issues before the Tribunal

6. This tribunal is required to adjudicate on its jurisdiction to hear this claim.

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 9: Landlord and tenant relationship.

Issue 1: Jurisdiction

Applicant's Position

9. The applicant divulged that he was living with his spouse who was a tenant of the respondent. The applicant's spouse passed away on 07-February-2023. The applicant declared that they were in the process of having him added to the rental agreement. He stated that he had lived with his spouse at the address for years.
10. The applicant confirmed that he has not been named as executor of the tenant's estate.

Respondents' Position

11. The respondent stated that the applicant did not have a rental agreement with them and was not their tenant. She further explained that no documentation was ever submitted to their office requesting that the applicant be added to the rental agreement.

Analysis

12. Section 3 of the *Residential Tenancies Act, 2018* states:

Application of Act

3. (1) Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies where the relationship of landlord and tenant exists in respect of residential premises.

(2) Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies to residential premises, residential complexes and rental agreements, whether made before or after this Act comes into force.

(3) The relationship of landlord and tenant shall be considered to exist in respect of residential premises where the tenant

(a) uses or occupies residential premises and

(i) has paid or agreed to pay rent to the landlord, or

(ii) a governmental department or agency has paid or has agreed to pay rent to the landlord;

(b) makes an agreement with the landlord by which the tenant is granted the right to use or occupy residential premises in consideration of the payment of or the promise to pay rent; or

(c) has used or occupied residential premises and

(i) has paid or agreed to pay rent to the landlord, or

(ii) a governmental department or agency has paid or agreed to pay rent to the landlord.

13. The applicant and respondent had not entered into a rental agreement and were not in a landlord/tenant relationship. I determine that this application is not under our jurisdiction.

Decision

14. This claim is not under the jurisdiction of the *Residential Tenancies Act, 2018*.

May 12, 2023

Date

[Redacted]
Jacqueline Williams, Adjudicator
Residential Tenancies Office