

## Residential Tenancies Tribunal

Application 2023-1132-NL

Decision 23-1132-00

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 18-January-2024 at 2:01 pm.
2. The applicant, [REDACTED] hereinafter referred to as the tenant, attended via teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, also attended via teleconference.

### Issues before the Tribunal

4. Should the tenant's claim for compensation be granted?

### Legislation and Policy

5. 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: Vacant Possession of the Rental Premises

#### Tenant's Position

6. The tenant claims for \$10644.97 for materials and labour she and her family put into the rental premises. She claims that the rental agreement was signed based on a verbal agreement between the parties whereby the landlord would render the premises "livable." She provided two distinct versions of the written rental agreement and a number of receipts. These receipts add up to substantially less than the total claimed.

#### Landlord's Position

7. The landlord claims the tenant's testimony is false. He says he never had a written rental agreement and never contracted with the tenant but had a verbal lease agreement with her partner. He says he had disclosed that the premises, a cabin, was not suitable as a

residence, but that the tenant's partner had essentially pleaded with him to allow their daughter to stay there and he agreed. He says there was no prior agreement that he would repay the tenant for costs they chose to take on. He agrees that the tenant and family worked on the premises with him but says he had urged them not to buy anything, that he would pay for items they could pick up from the hardware store. He feels he owes the tenant nothing.

## Analysis

8. The landlord claimed there was no written rental agreement. The tenant said there was and submitted a pair of documents (T#1 and T#2) that purport to be such an agreement. The landlord claims his signature was forged by the tenant.
9. T#1 contains the first page of a rental agreement. It gives the name of the tenant and the landlord, as well as their addresses and the landlord's phone number. The parties' names are printed at the top in different handwriting. It is not signed. Close examination reveals that it says it is "a Short Assured Tenancy within the meaning of section 32 of the *Housing (Scotland) Act* 1988." Page 2 of T#1 has two receipts for the sums of \$400 and \$850. They are listed as being for a security deposit and rent, respectively.
10. T#2 is a one-page rental agreement from a template of some kind. Parts of it are distorted, possibly from water damage, making it difficult to read. It appears to be signed by the tenant and the landlord. Like T#1, no mention is made of the tenant's partner. Like T#1, it is dated to begin on 1-July-2023. The template includes terms which, while not selected in this case, are notable. For instance, it says that for a fixed term lease, "at the end of the lease term, the landlord and tenant shall be required to negotiate renewal options, or the Tenant will be forced to vacate the premises." This is contrary to the *Act*. It is also contrary to the repealed *Residential Tenancies Act*, 2000. It also includes the option for the landlord to require the last month's rent at the signing of the agreement, which is contrary to the *Act* and its predecessor, above. This leads me to believe that this document is not designed for use in this province.
11. The tenant did not explain why two distinct rental agreements were provided.
12. The landlord asked me to compare his signature on the materials provided by the tenant to the signature on a pair of documents (LL#2 pages 3 and 4) he previously submitted to Residential Tenancies. I note that the signature on these documents is similar to the one on the receipts, but with some differences. They are also similar but distinct to the signature on T#2.
13. Considering the evidence in its totality, I find on a balance of probabilities that the supposed rental agreements provided by the tenant are false documents. The nature of the documents makes it unreasonable to suggest that the tenant might have submitted them unknowing of their falsity and in good faith. Having found that the tenant knowingly uttered a false document to this tribunal while under affirmation to tell the truth, I find her credibility seriously impugned and I am not prepared to take her word over the landlord's in the absence of supporting evidence.


14. I accept the landlord's submission that there was no prior agreement that the landlord would render the premises "livable," and that he had not agreed to compensate the tenant for expenditures on the premises.

**Decision**

15. The tenant's claim fails.

13-February-2024

Date



Seren Canlin  
Residential Tenancies Office