



Policy Number: 01-002
Subject: Definition of Landlord and Tenant
Section: General Issues

Legislation	s. 2(c), 2(h), 2(m), 3(j), 7
Definitions	<p>Landlord - includes</p> <ul style="list-style-type: none"> (i) an owner of a residential premises, (ii) an agent or another person who, on behalf of an owner, <ul style="list-style-type: none"> (A) permits the use or occupation of a residential premises under a rental agreement, or (B) exercises powers and performs duties under this Act or the rental agreement, (iii) the heirs, assigns and personal representatives of a person referred to in subparagraph (i), and (iv) a person, other than a tenant using or occupying a residential premises, who <ul style="list-style-type: none"> (A) is entitled to use or occupy the residential premises, and (B) exercises any of the rights of a person referred to in subparagraph (i) or (ii) under this Act or a rental agreement; <p>Tenant - includes</p> <ul style="list-style-type: none"> (i) a person who is entitled to use or occupy a residential premises under a rental agreement, (ii) a person other than a landlord who enters into a rental agreement for the purpose of renting a residential premises for use or occupation by another person, and (iii) the assigns and personal representatives of a person referred to in subparagraph (i) or (ii).



	<p>Rental Agreement - a written, oral or implied agreement between a landlord and a tenant in which the tenant is granted the right to use or occupy a residential premises on the condition rent is paid.</p>
Purpose	<p>The purpose of this policy is to outline how the inquiries and complaints are to be handled by staff. It also gives staff guidelines for helping to settle disagreements between landlords and tenants in a fair and efficient way.</p>
Policy	<p>The relationship of landlord/tenant must clearly exist and be parties to a rental agreement in order to begin an application for dispute resolution.</p> <p>Pursuant to Section 7 of the Residential Tenancies Act, 2018, the names of the landlord(s) and the tenant(s) should be clearly identified in the written rental agreement or the written notice of a verbal or implied agreement which must be provided by the landlord to the tenant within 10 days after entering into the rental agreement.</p> <p>If the landlord has not provided a copy or written notice of the rental agreement and the tenant is unsure of who is considered to be the landlord, s/he may identify the owner(s) of the property as identified in the Registry of Deeds, as the landlord.</p> <p>An agent or property management firm who acts on behalf of an owner may also be identified as the landlord.</p> <p>The Residential Tenancies Act, 2018 does not apply to a government department or agency that pays rent on behalf of a tenant cannot be named as a tenant.</p>
Procedure Overview	<p>An application for dispute resolution may proceed if there is indeed a landlord/tenant relationship and the names of the all the parties to the rental agreement are clearly identified. If there is a question as to the identity of the property owner, the applicant may be directed to the Registry of Companies and Deeds Online (CADO) at https://cado.eservices.gov.nl.ca/CADOInternet/Main.aspx</p>
Forms & Form Letters	N/A
X-Reference	
Policy Developed	September, 1999



Policy Revised	January, 2002 September, 2021
Other Resources	