

## Dispute Resolution

RTA 2018: Section 42

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When a disagreement occurs, the landlord and tenant should try to resolve the issues in dispute and keep a copy of the agreed solution in writing. Reaching an agreed upon solution is much more likely when both landlords and tenants know their rights and responsibilities under the Residential Tenancies Act and when the terms of the rental agreement are clearly identified in a written rental agreement.

If a solution cannot be mutually agreed upon, either the landlord or the tenant may apply to the Residential Tenancies Office for assistance using the form identified below and located in Appendix A of the Guide for Landlords and Tenants.

### **Form:** [Application for Dispute Resolution](#)

An Application for Dispute Resolution can be filed by either the landlord or the tenant for assistance in resolving the dispute through mediation or through adjudication. Upon receiving an application for dispute resolution services by the Residential Tenancies Office, a Residential Tenancies Officer will be assigned to manage your case.

### **Mediation Services**

Mediation involves the use of an independent, neutral, and respected person by to parties in a dispute to reach agreement on how the issue will be settled. The Residential Tenancies Officer is trained in the mediation process. If both parties agree to negotiate, the Residential Tenancies Officer can assist them in reaching a written agreement to resolve the situation. Through this process, each party may enter into a mediation process and agreement voluntarily which will be documented into a written agreement. If either party fails to abide by their commitments in the agreement, the other party may have the agreement converted to an Order which is enforceable through the courts.

### **Adjudication**

Adjudication is a more formal judicial process where both parties in a dispute present their arguments to a decision maker for a judgement about the issue in dispute. This judgement is in the form of a written decision and Order which is enforceable through the court.

An adjudication process can take many forms. The parties to an adjudication process may participate in an oral hearing either in person or by teleconference. Alternatively, the parties may present their case by written submission to the adjudicator for review and decision.

The adjudicator has the authority to decide on a whether or not a dispute falls within the jurisdiction of the Residential Tenancies Act to resolve; a party has violated a term of the rental agreement or the Residential Tenancies Act or Regulations. After considering an application for dispute resolution, the adjudicator has the authority to order a variety of remedies.

### **Remedies**

In a decision to resolve a dispute, the adjudicator has the authority to determine the rights and responsibilities of a landlord and tenant and to order any of the following remedies:

- direct a landlord to pay money to a tenant; or a tenant to pay money to a landlord;
- require a landlord or tenant who has violated a condition of a rental agreement to comply with the condition;
- require a landlord to pay a tenant for expenses incurred as a result of a violation of the Act or the rental agreement;
- direct a tenant to move out of the residential premises on a specified date;
- direct a landlord to return personal property of a tenant taken in violation of the Act or the rental agreement or to pay a tenant for the value of the personal property taken;
- direct a tenant to return personal property of a landlord taken in violation of the Act or the rental agreement or to pay a landlord for the value of the personal property taken;
- direct a landlord to pay a tenant compensation for inconvenience as a result of a violation of the Act or the rental agreement, and authorize the tenant to deduct that amount against future rent;
- authorize a tenant to deduct money a landlord owes the tenant from money the tenant owes to the landlord;
- authorize a landlord to deduct money a tenant owes to the landlord from money the landlord owes to the tenant, (except a security deposit where the landlord has not made an application to keep the security deposit);
- direct a tenant to pay rent or a percentage of rent to the Residential Tenancies Office to be held in trust;

- determine the validity of a notice to terminate a rental agreement;
- determine the disposition of a security deposit;
- extend the notice period where the premises is a site for a mobile home;
- extend or reduce the notice period for a group termination;
- impose terms and conditions to ensure compliance with the Act and the rental agreement; and
- require an unsuccessful party to an application to pay costs to a successful party to an application.

### **Decisions**

Upon receiving the arguments of the parties, the adjudicator will consider the information, review the rental agreement, the Residential Tenancies Act and Regulations before providing a written decision to both parties with reasons for the decision made.

A decision of the adjudicator is appealable to the Supreme Court of Newfoundland and Labrador if the adjudicator was not impartial, made an error in following the rules of procedural fairness or an error in applying the law.