

Residential Tenancies Tribunal

Application 2025-0656-NL & 2025-0750-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:50 p.m. on 9-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference. Translator, [REDACTED] was also present.
3. The respondents and counter applicants, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords” attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had served the landlords with the notice of hearing electronically by email on 18-August-2025 (TT#1). The landlords confirmed receipt of the documents on that date. The landlords countered the claim and submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email on 27-August-2025 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a fixed term rental agreement for a 6-month period which commenced on 31-December-2024 followed by a month-to-month agreement commencing on 1-July-2025. The tenant vacated the unit on 23-August-2025. Rent including a \$30.00 parking fee was originally \$580.00 during the fixed term and was increased to \$610.00 when the term ended. Rent was due on the 30th of each month during the fixed term and changed to the 1st of the month when the term ended. A security deposit of \$550.00 was paid on 26-December-2024 and is in the landlord’s possession.
6. The landlords amended the counter application to omit validity of termination notice, omit other (parking fees) as it was included in the rent and to decrease utilities paid from \$594.25 as per the application to \$210.00.

Issues before the Tribunal

7. The tenant is seeking:
 - Refund of rent \$664.00
 - Hearing expenses \$20.00

8. The landlords are seeking:
- Rent paid \$60.00
 - Utilities paid \$210.00
 - Hearing expenses \$20.00

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*. Also, relevant and considered in this decision is the following Section of the *Residential Tenancies Act, 2018*: *Section 16: Rent increase*. Also, relevant and considered in this decision is the following Section of the *Residential Tenancies Policy*: Section 12-1: Recovery of costs.

Issue # 1: Rent refunded \$664.00

Relevant Submission

10. The tenant testified that he overpaid rent by \$664.00 and he submitted a rental ledger to support the claim (TT#2). See copy of rental ledger below. **Note:** the ledger includes payments for parking fees and payments for utilities.

Dec 30 2024	Jan 0 1-31	550 Cad	580 Cad	+30 Cad	E-transfer
Jan 31 2025	Feb 01-28	550 Cad	580 Cad	+60 Cad	E-transfer
Feb 27 2025	Mar 01-31	550 Cad	681 Cad	+191 Cad	E-transfer
Mar 10 2025			35 Cad	+226 Cad	E-transfer
Apr 01 2025	Apr 01-30	550 Cad	580 Cad	+256 Cad	E-transfer
Apr 28 2025			96 Cad	+352 Cad	E-transfer
May 01 2025	May 01-31	550 Cad	580 Cad	+382 Cad	E-transfer
May 03 2025			110 Cad	+492	E-Transfer
May 31 2025	Jun 01-30	550 Cad	655 Cad	+597 Cad	E-transfer
Jul 04 2025	Jui 01-31	580 Cad	647 Cad	+664 Cad	F-Transfer Landlord has signed lease July 04 2025 after payment

Tenant's and Landlord's Positions

11. The tenant stated that he overpaid rent to the landlords by \$664.00 and he is seeking to be reimbursed for the extra monies paid. The landlords disputed that the tenant

overpaid rent and testified that the extra monies as outlined on the ledger represent a \$30.00 parking fee per month as per the rental agreement (LL#2) and also the extra payments represent monies paid towards the tenant's share of the utility bills.

Analysis

12. I accept the landlord's testimony that the tenant's rental ledger includes not only the rental amount of \$550.00 per month but the additional \$30.00 for parking as agreed upon and the tenants share of utilities per month. I do not accept the tenant's testimony that he did not agree to pay the parking fee as part of rent, nor do I accept his testimony that he did not agree to pay his share of the utilities as per the rental agreement. I find that parts 10 and 11 of the rental agreement are clear in that the tenant agreed to pay an additional \$30.00 parking fee each month with rent and he also agreed to pay his share of the utilities. The rental ledger is amended to show the rent portion including the parking fee and the remainder of the monies paid will be dealt with under utilities further in the decision. See revised rental ledger below.
Note: the rent increase effective 1-July-2025 will not be considered in determining rent owed as it was not a legal rent increase.

Revised Rental Ledger 2025-0656-NL & 2025-0750-NL			
Date	Action	Amount	Total
December 30, 2024	rent due (includes parking fee)	\$580.00	\$580.00
December 30, 2025	Payment	-\$580.00	\$0.00
January 30, 2025	rent due	\$580.00	\$580.00
January 31, 2025	Payment	-\$580.00	\$0.00
February 27, 2025	rent due	\$580.00	\$580.00
February 27, 2025	Payment	-\$580.00	\$0.00
March 30, 2025	rent due	\$580.00	\$580.00
April 1, 2025	Payment	-\$580.00	\$0.00
April 30, 2025	rent due	\$580.00	\$580.00
May 1, 2025	Payment	-\$580.00	\$0.00
May 30, 2025	rent due	\$580.00	\$580.00
May 31, 2025	Payment	-\$580.00	\$0.00
July 1, 2025	rent due	\$580.00	\$580.00
July 4, 2025	Payment	-\$580.00	\$0.00

13. I find that the tenant paid at least \$580.00 each month from December 2024 to July 2025 which covered the monthly rent including the parking fee. There were additional monies paid to the landlords most months which was used to cover the utilities due and shall be reviewed further in Issue #2.
14. I find that the tenant did not overpay rent due and the landlords are not responsible to refund any rent monies to the tenant.

Decision

15. The tenant's claim for a refund of rent does not succeed.

Issue # 2: Rent paid \$60.00

Landlord's and Tenant's Positions

16. The landlords testified that rent was increased by \$30.00 per month effective 1-July-2025 and they are seeking the increase to be paid for the months of July and August in the amount of \$60.00. The tenant disputed that he owed the landlords any monies for rent.

Analysis

17. Section 16 of the Residential Tenancies Act, 2018 states:

Rent Increase

16 (2). Notwithstanding subsection (1), a landlord shall not increase the amount of rent payable by a tenant during the 12 month period immediately following the commencement of the rental agreement.

18. In accordance with Section 16(2) of the *Residential Tenancies Act, 2018* as stated above, I find that the landlord did not have the right to increase rent in the first 12 months of the tenancy and as such, I find that the tenant is not responsible for the increase in rent for the months of July and August.

Decision

19. The landlord's claim for rent paid does not succeed.

Issue # 3: Utilities paid \$210.00

Relevant Submission

20. The landlords testified that utilities are outstanding in the amount of \$210.00 and they are seeking to have the utilities paid in full. The landlords submitted a breakdown of all the bills for the period of the tenancy from *Newfoundland Power* (LL#4). See breakdown of the tenant's portion of the utilities due below:

	Utility Ledger 2023-0656-NL & 2025-0750-NL		
Utility Bill	period	Amount	Total
February 11, 2025	January	\$100.86	\$100.86
March 11, 2025	February	\$136.08	\$236.94
April 1, 2025	March	\$95.98	\$332.92
May 12, 2025	April	\$109.84	\$442.76
June 10, 2025	May	\$74.80	\$517.56
July 8, 2025	June	\$37.76	\$555.32
July 29, 2025	July	\$38.93	\$594.25

Landlord's and Tenant's Positions

21. The landlords testified that the utility bill was divided by 5 tenants for the months of January and February and divided by 6 tenants for months of March to July and they are seeking \$210.00 in outstanding utility bills. The tenant disputed that he owes the landlords any monies and stated that he never agreed to pay the utilities.

Analysis

22. I do not accept the tenant's testimony that he did not agree to pay his share of the utility bills as the rental agreement entered into evidence clearly states that utilities are to be divided amongst all tenants evenly per month. The signed rental agreement entered into

evidence is clear and as such, I find that the tenant is responsible for outstanding utilities. Based on the rental ledger presented by the tenant (TT#2), I find that the tenant paid an extra \$484.00 for the duration of the tenancy after rent including the parking fees were accounted for. This amount of \$484.00 shall be considered monies paid towards utilities which leaves a balance of \$110.25 (\$594.25 - \$484.00). See revised utilities ledger below:

Revised Utility Ledger 2023-0656-NL & 2025-0750-NL			
Utility Bill	period	Amount	Total
February 11, 2025	January	\$100.86	\$100.86
March 11, 2025	February	\$136.08	\$236.94
February 27, 2025		Payment -\$101.00	\$135.94
March 10, 2025		Payment -\$35.00	\$100.94
April 1, 2025	March	\$95.98	\$196.92
April 28, 2025		Payment -\$96.00	\$100.92
May 3, 2025		Payment -\$110.00	-\$9.08
May 12, 2025	April	\$109.84	\$100.76
May 31, 2025		Payment -\$75.00	\$25.76
June 10, 2025	May	\$74.80	\$100.56
July 4, 2025		Payment -\$67.00	\$33.56
July 8, 2025	June	\$37.76	\$71.32
July 29, 2025	July	\$38.93	\$110.25

23. I find that the tenant is responsible for the outstanding utilities in the amount of \$110.25.

Decision

24. The landlord's claim for utilities paid succeeds in the amount of \$110.25.

Issue # 4: Hearing expenses

Analysis

25. Both the tenant and the landlords paid an application fee of \$20.00 to *Residential Tenancies* and both are seeking to be reimbursed for the cost. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the landlord's hearing expenses.

Decision

26. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

27. The tenant's claim for hearing expenses does not succeed.

Summary of Decision

28. The tenant's claims for rent refunded and hearing expenses does not succeed.

29. The tenant shall pay the landlords \$0.00 as follows:

Rent paid	0.00
Utilities paid	\$110.25
Hearing expenses	20.00
Less: partial security deposit.....	130.25
 Total	<u>\$0.00</u>

September 26, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office