

Residential Tenancies Tribunal

Application 2025-0711-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:19 a.m. on 11-September-2025.
2. The applicant, [REDACTED], attended via teleconference.
3. The respondent, [REDACTED], attended via teleconference.

Preliminary Matters

4. The applicant stated that they paid \$500.00 as a security deposit. They added that the respondent offered to assist with moving and relocating their belongings free of charge, and that they never moved into the unit because the conditions were unsatisfactory.
5. The respondent, however, stated that he did not provide his services for free. He testified that the \$500.00 sent by the applicant was payment for his time, gas, and assistance in relocating four truckloads of the applicant's belongings from [REDACTED] to [REDACTED]. He further stated that he returned \$100.00 to the applicant, and the remaining \$400.00 covered the cost of his efforts and transportation. The respondent also testified that the security deposit, if there had been one, should have been at least \$1,000.00, as rent was to be \$1,500.00 per month.
6. Based on the testimony of both parties, I accept that it is reasonable to conclude that the respondent did not intend to provide his services free of charge, therefore I accept that the applicant's payment of \$500.00 was a payment for moving services, not a security deposit. This conclusion is supported by the fact that no rental agreement was ever established between the parties. The respondent explained that the nature of the transaction was for relocating of the applicant's belongings and further demonstrated this by partially refunding \$100.00 to the applicant, stating that his services cost \$400.00 rather than \$500.00 initially paid. I accept this explanation is consistent with the definition of a service arrangement.
7. As the applicant never moved into the unit, no rent was paid and no security deposit was provided to the respondent, I shall determine whether a residential tenancy relationship was ever established between the parties.
8. Section 2 of the *Residential Tenancies Act, 2018* states:

Definitions

2(m). In this Act, “tenant” includes

- (a) a person who is entitled to use or occupy a residential premises under a rental agreement,
- (b) a person other than a landlord who enters into a rental agreement for the purpose of renting a residential premises for the use or occupation by another person and
- (c) the assigns and personal representatives of a person referred to in subparagraph (i) or (ii).

9. Section 1-2 of the *Residential Tenancies Policy* states:

Definition of Landlord and Tenant

The relationship of landlord and tenant is a contractual relationship, and it comes into existence when a landlord grants to the tenant the right to use and occupy residential premises in exchange for a payment of rent. A fundamental feature of contractual relationships is that only the parties to the contract may sue or be sued under it.

In order to be considered a tenant, that person must have agreed to pay rent to the landlord in exchange for the right to use and occupy residential premises. Individuals who live at residential premises with the tenant but who have not agreed to pay rent, i.e. individuals who are not a party to the contract, are considered “occupants” and should not be named in an Application for Dispute Resolution. Occupants may include the tenant’s spouse, children, or other family members, or roommates.

10. Section 3 of the *Residential Tenancies Act* 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.

(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.

11. Section 9 of the *Residential Tenancies Act* states:

Landlord and tenant relationship

9. (1) A relationship of landlord and tenant takes effect when the tenant is entitled to use or occupy the residential premises whether or not the tenant actually uses or occupies it.

12. In accordance with Section 2(m) of the *Act* as stated above, a tenant is a person who is entitled to use or occupy a residential premises under a rental agreement, and I accept both the applicant's and the respondent's testimony that the applicant never entered into a rental agreement and the rent was never paid.

13. In accordance with Section 1-2 of the *Policy* as stated above, I find that the relationship of landlord and tenant does not exist as the respondent never granted the applicant the right to use and occupy the premises in exchange for a payment of rent and the applicant never occupied a rental unit.

14. Section 3(a) requires that a tenant must be using or occupying residential premises, and Section 3(i) requires that rent must be paid to the landlord. Neither condition has been met.

15. In accordance with Section 9 of the *Act*, I find that the tenant was not entitled to occupy the unit and never occupier the rental premises.

16. Therefore, I find that the applicant and respondent did not enter into a rental agreement. As such, this tribunal does not have jurisdiction to address the matters in question.

Decision

17. The claim does not fall under the jurisdiction of the *Residential Tenancies Act, 2018*.

18. The issues heard during the hearing shall not be analyzed.

September 15, 2025

Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office