

## Residential Tenancies Tribunal

Application 2025-0729-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 18-September-2025 at 1:47 pm.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who also attended via teleconference.

### Preliminary Matters

4. The respondent indicated she had not been properly served but was willing to waive her right to service.

### Issues before the Tribunal

5. Should the tenants' claim for a refund of rent succeed?

### Legislation and Policy

6. 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: Rent

7. The tenants seek a refund of rent in the amount of \$550.00, representing \$50.00 for each month from October 2023 to August 2024 inclusive. Parties agree that during the tenancy, tenants asked for a fence to be installed. At the same time, the property owner felt it was time that the rent be increased. LL#1-LL#4 shows an email conversation between the parties during July 2023. In LL#3, the landlord provided the tenants two options: Either a \$50.00 rent increase effective in January 2024 with no fence, or a \$100.00 increase effective in October 2023 and a fence would be installed. The tenants

agreed to the latter option, but the fence was never constructed during the tenancy. The tenants now seek the \$50.00 portion of the rental increase.

8. The landlord took the position that a valid rental increase was provided and stands alone, regardless of any other agreement or conversations.
9. I find I cannot accept the landlord's position. A valid rental increase requires 6 months' notice under s. 16(3)(b) of the *Act*. The increase was in October and the details were being discussed in July. There was no time for a valid rental increase to be issued. In any event, no such notice was provided.
10. The tenant's claim for a refund of rent succeeds in the amount of \$550.00.

**Decision**

11. The tenant's claim for a refund of rent succeeds in the amount of \$550.00.
12. The tenant's claim was successful and they may therefore seek to be reimbursed for their reasonable hearing expenses. In the present case they seek only the \$20.00 application fee, which is granted.

**Summary of Decision**

13. The landlord shall pay to the tenant \$570.00 as follows:

Refund of Rent.....	\$550.00
Hearing Expenses.....	\$20.00
Total.....	\$570.00

2-October-2025  
Date

  
Seren Cahill  
Residential Tenancies Office