

## Residential Tenancies Tribunal

Application 2025-0886-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 2-December-2025 at 2:02 pm.
2. The applicant, [REDACTED] hereinafter referred to as the tenant, attended via teleconference alongside his authorized representative [REDACTED].
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, also attended via teleconference.

### Procedural History

4. The landlords acknowledged they were properly served.

### Issues before the Tribunal

5. Should the tenant's 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*).
7. Also referred to in this decision is s. 16 of the *Act*, as follows:

#### **Rental increase**

**16.** (1) Notwithstanding another Act, agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the amount of rent payable by a tenant,

(a) where the residential premises is rented from week to week or month to month, more than once in a 12 month period;

...

(3) Where a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of a rental period, and the landlord shall give the tenant written notice of the increase

...

(b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term.

- (4) In addition to the requirements under section 34, a notice under subsection (3) shall
- (a) be signed by the landlord;
  - (b) state the effective date of the increase;
  - (c) state the amount of the increase;
  - (d) state the amount of rent payable when the increase becomes effective; and
  - (e) be served in accordance with section 35.

...

(7) Notwithstanding subsection (1), where the landlord and tenant agree in writing, a landlord may increase the amount of rent payable by a tenant for the residential premises without notice under subsection (3) where the increase is due to the provision of a service, facility, privilege or benefit, including a parking space, that was not previously provided under the rental agreement.

## **Issue 1: Refund of Rent**

### Facts

8. The parties agree that on 1-August-2024 the tenant was given a notice (T#1) that his rent would be increased from \$1500.00/month to \$1800/month effective 1-September-2024. He subsequently notified the landlords he objected to the notice on the basis that the *Act* requires a notice of rental increase be given no less than six months in advance. On 14-September-2024, he was given (T#2), a notice stating that, among other things, the rent would increase from \$1500.00/month to \$1800/month effective 1-February-2024. The notice also indicated that the tenant's guest (his partner's son) needed to move out as he was not on the lease. Sometime after this, the tenant approached the landlord and asked how much he would have to pay to be allowed to have the young man continue to stay. He and the landlords agreed on \$2000.00/month, which he began paying effective 1-October-2024.

### Tenant's Position

9. The tenant maintains that he was subject to an illegal rent increase and when he asserted his rights, he was targeted by a retaliatory action. He states that the guest had been staying at the premises for six months with no issues before he questioned the rent increase. He further testifies that he felt coerced into agreeing to pay the \$2000.00/month rent total. He therefore seeks a refund of \$3000.00, representing the six months notice he was entitled to multiplied by the \$500.00 difference between the rent he paid and the rent he ought to have paid.

### Landlords' Position

10. The landlords testify that they never agreed to the tenant adding new occupants to the unit. They say it was the tenant's choice to agree to pay the new rent for the additional occupants, and that this agreement should be honoured.

### Analysis

11. S. 16(1) of the *Act* specifies that it applies “notwithstanding another Act, agreement, declaration, waiver or statement to the contrary.” This indicates that the tenant cannot waive their right under s. 16(1), the limitation against multiple notices of increased rent within a year, nor can parties opt out of the limitation by agreement or contract. This same language is not used in s. 16(3), which specifies the required six months’ notice, or s. 16(4), which dictates the requirements a notice must meet.
12. S. 16(7) of the *Act* specifies that despite s. 16(1), the requirements under s. 16(3) can be waived where the rental increase is due to the provision of a new service and there is an agreement between the parties in writing. This directly implies that outside of this clause, a tenant cannot waive their right to notice under s. 16(3) and that the language used in s. 16(1) regarding waivers applies to s. 16(3) as well. If a tenant could waive their right to notice in any circumstances, s. 16(7) would be superfluous.
13. The correct approach to statutory interpretation is reading the text in the entire context and in their grammatical and ordinary sense, harmoniously with the scheme of the *Act*, the object of the *Act*, and the intention of the Legislature. Using this approach and based on the above, I find that a tenant cannot waive or contract out of their right to notice under s. 16(3) except where s. 16(7) applies.
14. In this case, the tenant was not given six months’ notice as required by s. 16(3). His alleged agreement to pay the increased rent is not relevant, as the *Act* applies regardless of any agreement. S. 16(7) does not apply as there is no written agreement, and I therefore decline to consider whether the inclusion of additional occupants is considered the provision of a service, facility, privilege, or benefit under s. 16(7).

#### Decision

15. The rental increase was contrary to the *Act*. The tenant’s claim for a refund of rent in the amount of \$3000.00 succeeds.

#### **Decision**

16. The landlords shall pay to the tenant a refund of rent in the amount of \$3000.00.

18-December-2025

Date

  
Seren Cahill  
Residential Tenancies Office