

Residential Tenancies Tribunal

Application 2025-0960-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:16 a.m. on 25-November-2025.
2. The applicant, [REDACTED] did not attend. The applicant's representative, [REDACTED], hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the landlord" did not attend.

Preliminary Matters

4. This tribunal has to decide if there was a residential tenancy relationship between the applicant and the respondent as named on the application.

Issues before the Tribunal

5. The tribunal is required to adjudicate on its jurisdiction.

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*.
7. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy*: Section 1-2: Definition of landlord and tenant and Section 2-4: Deposits, payments and fees.

Analysis

8. 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.

9. Section 2-4 of the *Residential Tenancies Policy* states:

Definition of Holding Deposit

An amount of money received by a landlord from a prospective tenant before a rental agreement is entered into. A tenant may pay a holding deposit while deciding whether to accept the rental premises. Money or other value paid to hold the rental unit before a decision to accept or deny the tenant's application has been made by the landlord. Deposits outside the rental agreement do not come under the jurisdiction of the Residential Tenancies Act.

10. In accordance with Section 1-2 of the *Policy* as stated above, I find that the relationship of landlord and tenant **does not** exist between the applicant and the respondent as they never entered into a residential tenancy relationship. The applicant's representative confirmed that the deposit paid to the landlord was a holding deposit only and in accordance with Section 2-4 of the *Policy* as stated above, holding deposits do not fall under the jurisdiction of the *Residential Tenancies Act, 2018* and as such, this tribunal does not have the authority to rule on this matter.

Decision

11. The claims against the respondent named on the application do not fall under the jurisdiction of the *Residential Tenancies Act, 2018*.

November 26, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office