

## Residential Tenancies Tribunal

Application 2025-1024-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 2:02 p.m. on 18-December-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” was not represented.
4. The [REDACTED] was removed from the application as a respondent, as a residential tenancy relationship does not exist.

### Preliminary Matters

5. The landlord was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with the claim and notice of hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing personally at the landlord's place of business on 4-December-2025 (TT#1). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in their absence.
6. There is a written month-to-month rental agreement which commenced 12-July-2024. This agreement falls under the jurisdiction of the *Residential Tenancies Act, 2018* as per Section 2(k). Rent is \$675.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit was never paid.

### Issues before the Tribunal

7. The tenant is seeking:

- Rent refunded \$1500.00
- Hearing expenses \$31.25

## Legislation and Policy

8. 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 Policy*: Section 12-1: Recovery of costs.

## Issue # 1: Rent Refunded \$1500.00

### Tenant's Position

9. The tenant testified that when he entered into a rental agreement with the landlord, the agent for [REDACTED] told him that he would have access to an underground parking garage located in [REDACTED] and provided him with an application to [REDACTED] for access to the parking garage. The tenant stated that the landlord doesn't own the parking garage but rather [REDACTED] owns and operates the parking garage. The tenant submitted a copy of an email sent by the landlord on his behalf to [REDACTED] enquiring about the status of his parking access to the garage to support the claim (TT#2). The tenant testified that he reached out to [REDACTED] several times asking for a reason why they did not provide him with parking as promised by the landlord and he stated that he was informed that he was not a tenant of [REDACTED]. The tenant stated that his landlord has a memorandum of understanding with [REDACTED] and parking should be included as promised by the landlord. The tenant stated that the absence of a parking spot in the garage as promised has inconvenienced him significantly as he must park on the street which means walking a great distance, receiving parking violation fines and vandalism to his vehicle. The tenant is seeking \$1500.00 to be refunded in rent paid to cover the cost of parking since July 2024 to present date.

### Analysis

10. I accept that the tenant believed that he would be provided with parking access in the parking garage, and I also accept that the landlord probably thought that he would be granted a parking spot as well. However, the tenant failed to show that he entered into a contract with the landlord whereby parking access to the garage was a service provided in exchange for rent paid. In review of the rental agreement (TT#3), part 10 does not indicate that the landlord entered into any agreement with the tenant to supply the tenant with parking as part of their binding contract. Also, the parking permit application (TT#4) as provided to the tenant by the landlord is just an application with no promise to a parking spot and finally, the email sent to [REDACTED] from the landlord is merely a request for parking permits.
11. I find that the tenant failed to show that access to the parking garage was provided by the landlord in exchange for rent paid. As such, I find that the landlord is not responsible to refund any rent monies paid by the tenant for his inconvenience and for his costs to park on the street.

### Decision

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

## Issue # 2: Hearing expenses \$31.25

### Analysis

13. The tenant paid an application fee of \$20.00 to *Residential Tenancies* and incurred other administrative costs in the amount of \$11.25. The tenant submitted copy of receipts to support the claim (TT#5). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees and other administrative charges can be claimable costs. As the tenant's claim for refund of rent has not been successful, I find that the landlord is not responsible for the hearing expenses.

### Decision

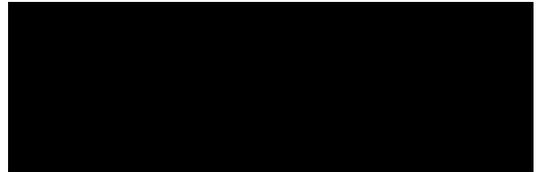
14. The tenant's claim for hearing expenses does not succeed.

### Summary of Decision

15. The tenant's claim for refund of rent and hearing expenses does not succeed.

January 20, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office