

Residential Tenancies Tribunal

Application 2026-0001-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called 1:56 p.m. on 26-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
4. The application was amended to omit refund of security deposit as the tenant submitted post hearing evidence to show that the landlord refunded the amount in full.

Preliminary Matters

5. The tenant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing personally at her place of residence on 8-January-2026 (TT#1). The landlord confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
6. There was a verbal month-to-month rental agreement whereby the landlord is a tenant of the premises who sublet a room to the respondent. The respondent was scheduled to take possession on 30-November-2025, however never moved into the unit. Rent was \$700.00 per month, due on the 1st day of each month. A security deposit of \$437.00 was paid on 24-November-2025 and has been refunded to the tenant.

Issues before the Tribunal

7. The tenant is seeking:
 - Rent refunded \$700.00

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*.

9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act*: Section 2: Definitions.

Issue # 1: Rent Refunded \$700.00

Tenant's Position

10. The tenant testified that she applied for a job in a daycare facility where the landlord worked as an *Administrator* and when she accepted the position, she was offered a room to rent as soon as she arrived. The tenant stated that she advised the landlord that she would be travelling to the province on 29-November-2025 and could start work on 1-December. The tenant testified that she sent the first month's rent plus security deposit to the landlord electronically on 24-November in the amount of \$1137.00 and she submitted a copy of the transaction to support the claim (TT#2).
11. The tenant testified that she had to change her airline ticket to arrive one day later on 30-November and she stated that she informed the landlord of the changes. The tenant testified that when she arrived at the airport, she hired a *Taxi* to take her to the rental property, at which time she called the landlord to ask to meet her there with the key. The tenant testified that the landlord informed her that she is out of the *Country* on vacation and advised her that she could not go to the unit at that time as she does not have the key. The tenant testified that she was never made aware prior to arriving that her rental unit would not be accessible, and she stated that the landlord offered her another room at a different residence where she could stay for the night. The tenant stated that she understood and went to the alternate unit.
12. The tenant testified that she reported to the daycare for work the next morning on the 1 December, only to learn that she did not have a job. The tenant stated that she messaged the landlord in a state of confusion and disbelief, at which time the landlord offered to send her links to other job opportunities in the daycare industry. The tenant testified that she was successful in securing another job; however, the location was nowhere near the rental property, and transportation would be a major problem. The tenant stated that she asked the landlord if she could have a refund of the rent paid for the month of December as she needed to start work immediately at the new daycare facility and she needed to rent a room within close proximity in order to be able to accept the job. The tenant stated that the landlord advised that she would not be able to refund the rent paid; however, she would allow her to vacate the unit at the end of December. The tenant stated that she was unable to take the new room without her refund of monies and had no choice but to agree to the landlord's terms. The tenant stated that the landlord was still out of the *Country* at this point and had not gotten keys to her but finally sent her the code to the rental apartment on 7-December. The tenant testified that the code to the exterior door of the unit did not work and left her in yet another stressful situation. The tenant testified that when she messaged the landlord regarding the code, she did not receive a response for 3 days and she stated that it was at that point that she had enough of the entire situation and rented a room in a new rental unit closer to her new place of employment.
13. The tenant stated that she never gained access to the unit that she had paid rent for and for which she was led to believe would be available to her as soon as she arrived. The tenant stated that she is seeking a refund of rent paid for the month of December in the amount of \$700.00.

Landlord's Position

14. The landlord did not dispute any of the tenant's testimony except the part where the unit was supposed to be available prior to 1-December. The landlord stated that the alternate room was actually her place of residence and was her room, which was graciously available to the tenant as she was out of the *Country*. The landlord stated that the rental unit was available to the tenant on the 1-December; however, the tenant wished to stay in her room at her unit as there were other people renting rooms in the house at the time and she did not want to be alone during this stressful time. The landlord stated that she assisted the tenant the best she could to find her another job and to provide her with housing.
15. The landlord did not dispute that she did not get back to the tenant right away once she reached out to her regarding the incorrect code to the exterior door of the rental unit; however, she stated that it was midnight in *Nigeria* and she needed to go to sleep. The landlord stated that the next few days were travel days back to *Canada*. The landlord stated that she made every attempt to retrieve the monies from her landlord, and she stated that she was unsuccessful in doing so, and as such was unable to refund rent to the tenant for the month of December.

Analysis

16. Section 2 of the *Residential Tenancies Act, 2018* states:

Definitions

2. In this Act

*(g) "rent" means money or other value paid, or required to be paid under a rental agreement, by a tenant to a landlord before or during the use or occupancy of a residential premises **for the use or occupation of the residential premises.***

17. I accept that the landlord acted in what she thought was the tenant's best interest by offering her an alternate place to live when the key was not available, and I accept that the landlord assisted her to secure a new job when the job she had promised her did not come to fruition. However, none of that matters when determining if the landlord contravened the verbal rental agreement that she entered into with the tenant.
18. I accept the tenant's testimony that she was never told that the unit would not be available to her on 29-November when she was scheduled to arrive and I accept that if there was a code to the door, it should have been communicated to the tenant as soon as she paid rent for the month of December. I do not accept the landlord's testimony that the unit was available on 1-December, because if it had been available, the tenant would have received the code to the door up front. The landlord initially said that the tenant could not stay at the unit because she did not have the key. It appears that the landlord didn't have access to the unit herself, and she never told the tenant that she would be out of the *Country* on the date that the tenancy was scheduled to commence.
19. In accordance with Section 2 of the *Act* as stated above, I find that the tenant paid rent to the landlord for the purpose of occupying the unit at the address conveyed to the tenant, and I find that the unit was never available to the tenant for occupancy, or at least up to 7-December when she was given an incorrect code to the door. For those reasons, I find that the landlord contravened Section 2(g) of the *Act*.

20. I find that the landlord shall refund rent paid to the tenant for the month of December in the amount of \$700.00.

Decision

21. The tenant's claim for a refund of rent succeeds in the amount of \$700.00.

February 5, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office