

Residential Tenancies Tribunal

Application 2026-0019-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called 2:00 p.m. on 17-March-2026.
2. The applicant, [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. The landlord was not present or represented at the hearing and I was unable to reach him 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 he has been properly served.
5. The tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing electronically by email to; [REDACTED] on 4 February 2026 (TT#1). The tenant submitted proof of service (TT#2). 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 his absence.
6. There was a verbal month-to-month rental agreement whereby a room was sublet to the applicant by another tenant who was already residing in the unit with 3 other tenants. The tenancy commenced on 1-July-2025. The applicant vacated the unit on 30-September-2025. Rent was \$850.00 per month, due on the 1st day of each month. A security deposit of \$637.50 was paid on 23-June-2025 and has been refunded to the applicant.

Issues before the Tribunal

7. The tenant is seeking:
 - Rent refunded \$1000.00

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*.

Issue # 1: Rent Refunded \$1000.00

Tenant's Position

9. The tenant testified that he sublet a room from the respondent who also resided in the unit with 3 other tenants. The tenant stated that he agreed to pay the respondent \$850.00 per month for rent and a share of the utilities each month. The tenant stated that he paid rent in advance on a couple of occasions to avoid eviction as the respondent (his landlord) was unable to pay his share of the rent which put them all at risk of eviction. The tenant stated that the landlord agreed that he owed him \$1000.00 at the end of the tenancy for rent paid in advance and promised to refund the monies to him but failed to do so. The tenant is seeking a refund of rent in the amount of \$1000.00 and submitted proof of payments to support the claim (TT#3).

Analysis

10. Based on the exhibits entered into evidence, I accept that the tenant paid \$3700.00 for rent for the period from 1-July to 30-September leaving a credit of \$1150.00 on the ledger. See breakdown of rent payments below:

Rental Ledger 2026-0019-NL			
Date	Action	Amount	Total
July 1, 2025	rent due	\$850.00	\$850.00
July 7, 2025	Payment	-\$850.00	\$0.00
July 10, 2025	Payment	-\$1,000.00	-\$1,000.00
July 27, 2025	Payment	-\$1,000.00	-\$2,000.00
August 1, 2025	rent due	\$850.00	-\$1,150.00
August 20, 2025	Payment	-\$850.00	-\$2,000.00
September 1, 2025	rent due	\$850.00	-\$1,150.00

11. I also accept that the tenant was responsible for 1/5 of the utility bills which the tenant was unable to provide for the purpose of this hearing. I find that it is not unreasonable to expect that \$150.00 would cover 1/5 of the utility bills for that time of the year and given that the tenant testified that the landlord had agreed that he owes him \$1000.00 for rent paid in advance, I find that the landlord is responsible to refund rent to the tenant in the amount of \$1000.00.

Decision

12. The tenant's claim for a refund of rent succeeds in the amount of \$1000.00.

March 19, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office