

Residential Tenancies Tribunal

Application 2026-0114-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 21-April-2026 at 1:47 pm.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, also attended via teleconference.

Preliminary Issues

4. The landlord acknowledged she was properly served.

Issues before the Tribunal

5. Should the tenant's claim for compensation for inconvenience 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)*.

Issue 1: Compensation for Inconvenience

Background

7. On 2-January-2026 the tenant reached out to the landlord via Facebook Messenger in response to the landlord's advertisement for tenants. On 6-January-2026 it was agreed that the tenant and his roommate would pay \$1000.00 towards January's rent. A fixed term lease (T#1) was signed in duplicate and a security deposit of \$975.00 was paid. On 7-January-2026 the tenant told the landlord he was unable to do \$1000.00 and asked to do \$700.00. On 12-January-2026 the landlord messaged the tenant saying that she could not do more than a three-month term and that if this was unacceptable she would

refund the security deposit. The tenant unequivocally stated he did not agree to either of these terms.

8. Additionally, there was back-and-forth about the terms on which the utility bill would be transferred to the tenant throughout this time period.

Tenant's Position

9. The tenant claims \$4964.00 in compensation for Inconvenience as a result of what he says is the landlord's breach of the rental agreement. He argues that the landlord's statement that she would not be able to continue with a six-month lease and her subsequent return of the security deposit indicated she was refusing to abide by the terms of the agreement. He therefore seeks the cost of moving, the difference between the rent total at the replacement premises he found and the agreed rent, the cost storing some of his items, and the cost of moving between the storage unit and his new premises.

Landlord's Position

10. The landlord says the tenant breached the lease the day after it was signed by refusing to pay the \$1000.00 towards January's rent and attempting to renegotiate.

Analysis

11. I note that the tenant's evidence was imprecise. He alternatively gave the date the lease was signed as being the 4th, the 6th, and the 11th.
12. I note also that T#1 has several deficiencies. It does not list the second tenant the parties agreed was involved (and, in fact, explicitly says no one else will be allowed to live at the premises), it does not appear to be signed, and most importantly does not give a date on which the rental agreement is to begin.
13. Considering the evidence in its totality, this tribunal finds on a balance of probabilities that the tenant and landlord never had a meeting of the minds. This is demonstrated by not only the incomplete agreement but by the continual renegotiation by both parties throughout the formation of the alleged agreement. It therefore follows that the parties did not have a contract per se, but a mere agreement to agree. In circumstances like these, such agreements are not enforceable.

Decision

14. The tenant's claim for compensation for inconvenience fails.

Summary of Decision

15. The tenant's claim for compensation for inconvenience fails.

29-April-2026
Date



Seren Cahill
Residential Tenancies Office