

## Residential Tenancies Tribunal

Application 2026-0307-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 11:17 a.m. on 30-April-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as “the tenant” did not attend.

### Preliminary Matters

4. While trying to determine a residential tenancy relationship, the issue of jurisdiction came up. The landlord stated that the respondent is a friend of his who works for him and who moved into his home at least 2 years ago and has never paid rent. There is no rental agreement, no rental ledger and the landlord is unaware of the amount of rental arrears.
5. This tribunal has to decide if there was a *residential tenancy relationship* between the applicant and the respondent before proceeding with the hearing.

### Issues before the Tribunal

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

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
8. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 2: Definitions. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy*: Section 1-2: Definition of landlord and tenant.

### Analysis

9. Section 3 of the *Residential Tenancies Act, 2018* states:

## Application of Act

3. (3) *The relationship of landlord and tenant shall be considered to exist in respect of residential premises where the tenant*

(a) *uses or occupies residential premises and*

*has paid or agreed to pay rent to the landlord.*

10. 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.*

*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.*

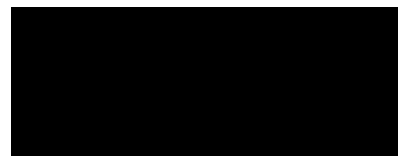
11. In accordance with Section 3 of the *Act* as stated above, a relationship of landlord and tenant exists where the tenant has paid or agreed to pay rent to the landlord. I accept the applicant's testimony that the respondent was his friend who works for him and who never entered into a written rental agreement with him and who never paid rent. Rental agreements can be verbal or implied, however the applicant failed to establish a residential tenancy relationship as he was unable to show when the tenancy started or how much rent was owed, and he failed to provide correspondence between him and the respondent in relation to the fact that rent was outstanding or how much was owed.
12. In accordance with Section 1-2 of the *Policy* as stated above, I afforded the landlord the opportunity to submit a copy of text/email messages between him and the respondent asking for outstanding rent or any promise to pay rent so as to demonstrate a residential tenancy relationship and the submissions (LL#2) failed to show that there was ever any conversation between both parties in relation to outstanding rent. The applicant did submit a message which appears to have been sent to *Income Support* dated 24 January 2023 stating that the respondent has paid \$125.00 per week in rent which contradicts the applicant's testimony that the respondent never paid rent.
13. I find that the applicant was unable to demonstrate that he entered into a residential tenancy relationship with the respondent.

## Decision

14. The claim does not fall under the jurisdiction of the *Residential Tenancies Act, 2018*.

May 4, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office