

Residential Tenancies Tribunal

Application 2026-0376-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 11:18 a.m. on 21-May-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. The applicant moved into the unit on 16 December 2025 under a sublet agreement with another tenant who was residing in the unit. This other tenant decided to leave the unit on 31-March-2026 and sublet his room to the respondent effective 1 April-2026.
5. This tribunal has to decide if there was a *residential tenancy relationship* between the applicant and the respondent before proceeding with the hearing.
6. Application 2026-0377-NL was unmarked from this application as the applicant (tenant) did not attend the hearing.

Issues before the Tribunal

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

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, 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

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

Definitions

2(m). In this Act, “tenant” includes

- (a) a person who is entitled to use or occupy a residential premises under a rental agreement,
- (b) a person other than a landlord who enters into a rental agreement for the purpose of renting a residential premises for the use or occupation by another person and
- (c) the assigns and personal representatives of a person referred to in subparagraph (i) or (ii).

11. 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. A fundamental feature of contractual relationships is that only the parties to the contract may sue or be sued under it.

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. Individuals who live at residential premises with the tenant but who have not agreed to pay rent, i.e. individuals who are not a party to the contract, are considered “occupants” and should not be named in an Application for Dispute Resolution. Occupants may include the tenant’s spouse, children, or other family members, or roommates.

12. In accordance with Section 2(m) of the *Act* as stated above, a tenant is a person who is entitled to use or occupy residential premises under a **rental agreement**, and I accept the applicant’s testimony that the respondent never entered into a rental agreement with her and that she is not his landlord. Where a tenant sublets premises, the subtenant’s legal relationship is with the sublessor, not with other occupants of the unit. The applicant was neither the original landlord nor the sublessor of the respondent. Therefore, the applicant cannot enforce tenancy rights against the respondent under the *Act*.

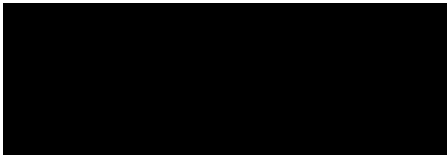
13. In accordance with Section 1-2 of the *Policy* as stated above, I find that the relationship of landlord and tenant **does not** exist as the respondent is a sublet of another person.

Decision

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

June 1, 2026

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office