

Residential Tenancies Tribunal

Application 2024-0649-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:12 a.m. on 21-October-2024.
2. The applicant, [REDACTED], c/o [REDACTED] (Next of Kin), hereinafter referred to as "the tenant" attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as "the landlord" attended by teleconference.

Preliminary Matters

4. The applicant submitted an affidavit with her application stating that she had served the landlord with the notice of hearing via pre-paid registered mail ([REDACTED]) on 9-September-2024 (TT#1). The landlord confirmed receipt of the document. In accordance with the *Residential Tenancies Act, 2018*, this is good service.
5. There was a written month-to-month rental agreement that commenced on 1-January-2024 with the current landlord, however the late tenant resided at the premises for over 40 years and the tenancy ended on 1-June-2024. Rent was \$900.00 per month, due on the 1st day of each month. A security deposit of \$675.00 was paid on 1-January-2024 and is in the landlord's possession.

Issues before the Tribunal

6. The estate is seeking:
 - Refund of security deposit \$675.00

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*. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security Deposit

Issue # 1: Refund of Security Deposit \$675.00.

Analysis

8. Section 14 of the *Residential Tenancies Act, 2018* states:

Security deposit

14. (8) *A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.*
- (9) *Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.*
- (10) *Where a landlord believes he or she has a claim for all or part of the security deposit,*
 - (a) *the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or*
 - (b) *the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.*
- (11) *Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).*

9. The landlord did not refund the security deposit to the estate within the 10-day timeframe as outlined in Section 14 above. The landlord confirmed that the security deposit is in his possession and as such, I find that the landlord shall refund the security deposit to the estate.
10. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant(s) for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest for 2024 is 1%.

Decision

11. The estate's claim for *refund of security deposit* succeeds.
12. The landlord shall refund the security deposit plus interest to *The Estate* in amount of \$680.44.

October 22, 2024

Date


Pamela Pennell, Adjudicator
Residential Tenancies Office