

## Residential Tenancies Tribunal

Application 2024-0649-NL

Pamela Pennell  
Adjudicator

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### 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 1<sup>st</sup> 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