

## Residential Tenancies Tribunal

Application 2024-0842-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:50 p.m. on 15-October-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The landlord submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 24-September-2024 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a fixed term sublet rental agreement which commenced on 1-May-2024. The tenant vacated the unit on 15-August-2024. Rent was \$600.00 per month, due on the first day of each month. A security deposit of \$300.00 was paid on 15-April-2024 and is in the landlord’s possession.
6. The landlord amended the application to omit *validity of termination notice* and *premises vacated* as the tenant no longer resides at the premises.

### Issues before the Tribunal

7. The landlord is seeking:
  - Rent paid \$350.00
  - Late fees paid \$63.00
  - Utilities paid \$78.52
  - Possessions returned \$100.00
  - Compensation paid for inconvenience \$200.00
  - Compensation paid for damages \$500.00
  - Security deposit to be applied against monies owed \$300.00

## 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 are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and Section 15: Fee for failure to pay rent. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 2-4: Deposits, payments and fees and Section 9-3: Claims for damages to rented premises.

### Issue # 1: Rent Paid \$350.00

#### Landlord's Position

10. The landlord testified that rent is outstanding for the month of August 2024 in the amount of \$350.00 and she submitted a copy of the rental ledger to support the claim (LL#2). The landlord testified that rent was increased from \$600.00 to \$650.00 after the rental agreement was signed (LL#3). The landlord stated that the tenant only paid \$300.00 for the month of August leaving a balance of \$350.00. The landlord is seeking the outstanding rent to be paid in full.

#### Tenant's Position

11. The tenant disputed that rent is \$650.00 per month and she also disputed that there is an outstanding balance of \$350.00 as she vacated the premises on 15-August-2024. The tenant stated that she was given a termination notice to leave on 31-July and she should not have to pay rent for the period she did not reside at the premises.

## Analysis

12. I asked the landlord why she increased the rent by \$50.00 shortly after signing a rental agreement and she testified that she purchased *tenants' insurance* for the entire unit which would cover not only her contents but the contents belonging to the tenant. I asked if the tenants name was attached to the insurance policy, and she responded that it was not. I asked the landlord what date the tenant moved and she responded that the tenant vacated the unit on 15-August but left her belongings and did not return for them for 8-9 days. The landlord stated that the tenant was unable to find a new place by 31-July as per the termination notice (LL#4) and she stated that the tenant declined the termination notice. I asked the landlord when the tenant gave her notice that she was leaving on the 15-August, and she responded that the tenant gave her notice on the 1-August that she will be moving out on the 15-August. I accept that the landlord wanted the tenant to vacate the unit as early as 31-July, however the tenant declined the termination notice and stayed in the unit, only to leave at a later date. I find that the tenant had an obligation to give a proper termination notice to the landlord and for that reason, I find that the tenant is responsible for the full amount of rent for the month of August. I also find that the landlord did not have a right to increase the rent by \$50.00 to cover half the cost of her tenant's insurance policy, and as such I find that the tenant is responsible for the remaining amount of rent for the month of August in the amount of \$300.00.

## Decision

13. The landlord's claim for *rent paid* succeeds in the amount of \$300.00.

## Issue # 2: Late Fees \$63.00

### Landlord's and Tenant's Positions

14. The landlord testified that she is seeking late fees in the amount of \$63.00 for the month of August. The tenant disputed that she is responsible for late fees.

## Analysis

15. Section 15 of the *Residential Tenancies Act, 2018* states:

### **Fee for failure to pay rent**

*15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.*

The minister has prescribed the following:

*Where a tenant has not paid the rent for a rental period within the time specified in the Rental Agreement, the landlord may assess a late payment fee not to exceed*

*(a) \$5.00 for the first day the rent is in arrears, and*

*(b) \$2.00 for each additional day the rent remains in arrears in any consecutive number of rental payment periods to a maximum of \$75.00*

16. *Residential Tenancies Policy 12-1; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF* states:

### **Late payment fee:**

*A tenant is responsible to pay the landlord the full rent on the day the rent is due. If the rent is not paid on time, the landlord may charge the tenant a late payment fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day that the rent remains unpaid in any consecutive number of rental periods to a maximum of \$75.00.*

17. Based on the decision as per paragraph 14 as stated above, the full amount of rent was due on 1-August-2024, and as such late fees apply. In accordance with Section 15 of the *Act* and Sec 12-1 of the *Policy* as stated above, I find that the tenant is responsible for late fees for the month of August in the amount of \$63.00.

## Decision

18. The landlord's claim for *late fees paid* succeeds in the amount of \$63.00.

## Issue # 3: Utilities Paid \$78.52

### Relevant Submission

19. The landlord testified that utilities are outstanding in the amount of \$78.52 and she submitted a copy of a *utilities ledger* to support the claim (LL#5). See copy of utilities ledger below:

Item #	Description of Utility Charges
1.	July 24 - August 23, 2024 - Newfoundland Power Bill (50% tenant liability)
2.	July 19 - August 18, 2024 - Bell Aliant Internet (50% Tenant Liability)

#### Landlord's and Tenant's Positions

20. The landlord testified that the utilities were split 50/50 between herself and the tenant and she testified that the *NL Power* bill from 24-July to 23-August was \$65.03 and the *Bell Aliant* bill from 19-July to 18-August was \$92.00. The landlord is seeking \$78.52 to cover half the cost of the outstanding utilities. The tenant did not dispute that she is responsible for the outstanding utilities.

#### **Analysis**

21. As the tenant did not dispute the landlords claim for utilities paid, I find that the tenant is responsible for 50% of the outstanding utilities.

#### **Decision**

22. The landlord's claim for *utilities paid* succeeds in the amount of \$78.52.

#### **Issue # 4: Possessions Returned \$100.00**

##### Relevant Submission

23. The landlord testified that some of her dinnerware and containers went missing during the tenancy and were not returned prior to the tenant vacating the unit. The landlord is seeking \$100.00 to replace the items. The landlord submitted a list of the possessions missing (LL#6). **Note:** The amount on the ledger is greater than the amount sought on the application. See the landlord's list of missing possessions below:

Item #	Description of Damages	Compensation Claimed
1.	2 Bowls (cost estimated for replacement set)	\$50.00
2.	Tupperware Containers (cost estimated)	\$25.00
3.	1 Plate (cost estimated for replacement set)	\$50.00
4.	2 Lunch/Food Storage Containers (cost estimated)	\$25.00

#### Landlord's and Tenant's Positions

24. The landlord testified that the above list of items went missing during the tenancy and when she asked the tenant to return the items, she only received one. The landlord stated that the items were still missing when the tenancy ended, and she estimated the cost to replace the items based on current advertised prices at *Walmart*. The landlord's position on each item is as follows:

**Item # 1: 2 bowls (\$50.00)** – The landlord stated that 2 of her soup bowls were missing and they were bought as a set, and she stated that they were nice colorful bowls. The landlord stated that the cost to replace the set is \$50.00. The tenant disputed that she took the bowls, and she disputed ever using the bowls.

**Item # 2: Tupperware containers (\$25.00)** - The landlord stated that 1 or 2 of her plastic Tupperware containers are missing, and they were bought as a set of 15 and the

cost to replace the set is \$25.00. The tenant disputed that she took any of the containers and stated that she has never used the landlord's Tupperware containers.

**Item # 3: 1 plate (\$50.00)** - The landlord stated that 1 of her designer plates is missing and it was bought as a set of 2 and the cost to replace the set is \$50.00. The landlord stated that it was her favorite piece of dinnerware. The tenant did not dispute that she used the plate from time to time, however she disputed that she took the plate. The tenant stated that she remembers washing the plate and returning it to the kitchen area.

**Item # 4: Lunch / food storage containers (\$25.00)** - The landlord stated that 2 of her lunch / food plastic containers were missing and it cost \$25.00 to replace them. The landlord testified that the containers were not plastic nor were they glass, but somewhere in between. The landlord stated that she left the containers on the top of the counter and the next day they were missing. The tenant disputed that she took the lunch / food containers and stated that she has never used them. The tenant stated that she never packs food from home as she works in a restaurant and eats at the establishment.

## Analysis

25. Based on the conflicting testimony of both the landlord and the tenant, I find the testimony of the landlord to be more credible as the landlord is in a position to know if the items are missing or not from the unit. Given that there was only the 2 of them residing at the premises, one of them is responsible for the missing items. Each item is analyzed as follows:

**Item # 1: 2 bowls (\$50.00)** – The landlord stated that 2 of her soup bowls were missing and they were bought as a set and the cost to replace the set is \$50.00. The tenant disputed that she took the bowls and stated that she had never used the bowls. I accept the landlord's testimony that the bowls are missing, however the landlord failed to show how much she paid for the bowls when she purchased them, and she also failed to show the cost to replace the bowls. The landlord testified that she took estimates from current ads at *Walmart* showing the price to purchase a set of 2 soup bowls, however she failed to submit photographs of those ads. As stated above, I accept that the tenant is responsible to replace the missing bowls, thus an award of some value is warranted. Research shows that the lower end of a set of 2 colorful soup bowls cost \$20.05 (research taken from [www.walmart.ca](http://www.walmart.ca)). Based on this information, I find that the tenant is responsible for the cost to replace the 2 bowls in the amount of \$20.05.

**Item # 2: Tupperware containers (\$25.00)** - The landlord stated that 1 or 2 of her plastic Tupperware containers are missing, and they were bought as a set of 15 and the cost to replace the set is \$25.00. The tenant disputed that she took any of the containers and stated that she never used the containers. I do not accept the landlord's testimony that the tenant took or misplaced 1 or 2 of the plastic containers, as the landlord is not certain as to how many containers are actually missing. Even if the tenant did take or misplace 1 or 2 pieces of a Tupperware set, I find that it is not reasonable to ask the tenant to replace the full set of 15 pieces. For those reasons, I find that the tenant is not responsible for the cost to replace the Tupperware containers.

**Item # 3: 1 plate (\$50.00)** - The landlord stated that 1 of her designer plates is missing and it was bought as a set of 2 and the cost to replace the set is \$50.00. The tenant did not dispute that she used the plate from time to time, however she disputed that she took the plate. I accept the landlord's testimony that the plate is missing, however the landlord failed to show how much she paid for the plates when she purchased them, and she also failed to show the cost to replace the plates. The landlord testified that she took estimates from current ads from *Walmart* showing the price to purchase a set of 2 designer plates, however she failed to submit photographs of those ads. As stated

above, I accept that the tenant is responsible to replace the missing plate, thus an award of some value is warranted. Research shows that the lower end of a set of 2 plates with a design cost \$16.30 (research taken from [www.walmart.ca](http://www.walmart.ca)). Based on this information, I find that the tenant is responsible for the cost to replace the set of 2 designer plates in the amount of \$16.30.

**Item # 4: Lunch / food storage containers (\$25.00)** - The landlord stated that 2 of her lunch / food plastic containers were missing and it cost \$25.00 to replace them. The landlord testified that she left them on the top of the counter one day and they were gone the next day. The tenant disputed that she took the lunch / food containers and stated that she has never used them. I accept the landlord's testimony that the lunch / food storage containers are missing, however the landlord failed to show how much she paid for the containers when she purchased them, and she also failed to show the cost to replace the containers. The landlord testified that she took estimates from current ads from *Walmart* showing the price to purchase 2 lunch / food storage containers, however she failed to submit photographs of those ads. As stated above, I accept that the tenant is responsible to replace the missing containers, thus an award of some value is warranted. Research shows that the lower end of 2 lunch / storage containers cost \$16.05 (research taken from [www.walmart.ca](http://www.walmart.ca)). Based on this information, I find that the tenant is responsible for the cost to replace 2 lunch / storage containers in the amount of \$16.05.

## Decision

26. The landlord's claim for the *value of missing possessions* succeeds in the amount of \$52.40.

## Issue # 5: Compensation paid for Inconvenience \$200.00

### Relevant Submission

27. The landlord testified that she was inconvenienced when the tenant vacated the unit as there was furniture, personal belongings and food left in the unit and she had to clean the unit as well. The landlord submitted a list of the inconveniences she had to endure (LL#7). See landlord's list of inconveniences below:

Item #	Description of Inconveniences	Compensation Claimed
1.	Moving tenants belongings from rented bedroom to common area	\$25.00
2.	Disposing of spoiled and mouldy food items	\$25.00
3.	Packing/moving other various tenant belongings into common area	\$25.00
4.	Storing tenants belongings in common area making space unusable	\$100.00
5.	Deep cleaning/sanitizing spaces used by tenant	\$25.00

### Landlord's and Tenant's Positions

28. The landlord testified that the above list of inconveniences to her were time consuming and are valued at \$200.00. The landlord's position on each item is as follows:

**Item # 1: Moving tenant's belongings from bedroom to common area (\$25.00) –**

The landlord testified that she had to move all the tenant's personal belongings from the bedroom to the common area and it took her 1 hour of self-labor to complete the work and she is seeking \$25.00 for her time to move the items. The tenant did not dispute that she left some personal items in the unit when she vacated on the 15-August and stated that she left a desk and 1 bag of clothing in the bedroom.

**Item # 2: Disposing of spoiled and moldy food items (\$25.00)** – The landlord testified that she had to dispose of all the food left in the refrigerator belonging to the tenant and she stated that there was spoiled food with a mold residue and there was a pot and dishes left in the sink with moldy food in them. The landlord stated that it took her 1 hour of self-labor to complete the work and she is seeking \$25.00 for her time to dispose of the food. The tenant disputed that she left spoiled food and said that the food was not moldy.

**Item # 3: Packing / moving other tenant belongings to common area (\$25.00)** – The landlord testified that in addition to the tenant's personal belongings in the bedroom, she also had to pack and move other various items left throughout the unit to the common area and it took her 1 hour of self-labor to complete the work and she is seeking \$25.00 for her time to move the items. The tenant did not dispute that she left some other items in the unit when she vacated but stated that it was utensils.

**Item # 4: Storing tenant's belongings in common area make space unusable (\$100.00)** – The landlord testified that she had an obligation to store the tenant's personal belongings and as she held all belongings in the common area of the unit, she is seeking \$100.00 to cover the space that she could not utilize for that period. The tenant did not dispute that the landlord held her personal items in storage.

**Item # 5: Deep cleaning / sanitizing spaces used by tenant (\$25.00)** – The landlord testified that the tenant left her bedroom and other areas in the unit dirty, and she stated that those areas needed a deep clean and sanitizing. The landlord stated that it took her 1 hour of self-labor to complete the work and she is seeking \$25.00 for her time to clean. The tenant disputed that she left the unit dirty.

## Analysis

29. Based on the testimony of both the landlord and the tenant, each item is analyzed as follows:

**Item # 1: Moving tenant's belongings from bedroom to common area (\$25.00)** – The landlord testified that she had to move all the tenant's personal belongings from the bedroom to the common area. I asked the landlord what exactly she had to move from the bedroom, and she responded that the tenant left a desk and a bag of clothing and some other miscellaneous stuff. The tenant did not dispute that she left those items in the bedroom. Based on the decision to award the landlord rent paid in full for the month of August as per paragraph 14 above, I find that the landlord do not have a right to seek compensation to move the tenant's items out of the bedroom just to store them in a different area. For this reason, I find that the tenant is not responsible to pay the landlord for self-labor to move her personal belongings out of the bedroom.

**Item # 2: Disposing of spoiled and moldy food items (\$25.00)** – The landlord testified that she had to dispose of the food left in the refrigerator belonging to the tenant and she stated that there was spoiled food with a mold residue. The tenant disputed that she left any spoiled food or moldy food and as the landlord failed to show that there was spoiled food or failed to show the extent of the spoiled food, I find that the tenant is not responsible for the landlord's self-labor to dispose of food.

**Item # 3: Packing / moving other tenant belongings to common area (\$25.00)** – The landlord testified that in addition to the tenant's personal belongings in the bedroom, she also had to pack and move other various items left throughout the unit to the common area. The tenant did not dispute that she left some kitchen utensils behind and stated that there wasn't anything other than that. The landlord failed to show that there was



anything left in the unit outside of the bedroom belongings and as such, I find that the tenant is not responsible for the landlord's self-labor to pack and move belongings.

**Item # 4: Storing tenant's belongings in common area make space unusable (\$100.00)** – The landlord testified that she had an obligation to store the tenant's personal belongings and as she held all belongings in the common area of the unit, she is seeking \$100.00 to cover the space that she could not utilize for that period. The tenant did not dispute that the landlord held her personal items in storage. I asked the landlord to list all the items that she had to store in her main area of the unit, and she responded that there was a desk, packages of food, tools belonging to the tenant's friend, dirty clothing, shoes, and a bedframe that the tenant had been trying to sell since she moved in. I find that as the landlord's claim for rent paid for the month of August was successful as per paragraph 14 above, the tenant should not have to pay for the cost to store her items if paying rent for the same period, and I also accept that the landlord chose to store the tenant's personal belongings in her common area as opposed to leaving the items in the bedroom and for those reasons, I find that the tenant is not responsible to pay for storage.

**Item # 5: Deep cleaning / sanitizing spaces used by tenant (\$25.00)** – The landlord testified that the tenant left her bedroom and other areas in the unit dirty, and she stated that those areas needed a deep clean and sanitizing. The tenant disputed that she left the unit dirty and given that the landlord failed to provide photographs to show the cleanliness of the unit, I find that the tenant is not responsible for the cost to clean the unit.

## Decision

30. The landlord claim for *compensation for inconveniences* does not succeed.

## Issue # 6: Compensation for damages \$500.00

### Relevant Submission

31. The landlord testified that there were damages / losses to the rental unit in the amount of \$500.00 and she submitted a damages ledger to support the claim (LL#8). See copy of damages ledger below:

Item #	Description of Damages	Compensation Claimed
1.	Cleaning Costs/Cleaning Materials	\$50.00
2.	Rug Replacement (x2)	\$150.00
3.	Flooring Repair (cost unknown at this time)	\$300.00

### Landlord's and Tenant's Positions

32. The landlord and tenant's position on each item is as follows:

**Item #1: Cleaning costs / cleaning materials (\$50.00)** – The landlord testified that she needed to purchase Lysol wipes and carpet cleaner to remove hair dye stains from the bedroom wall and the bedroom rug respectively. The landlord testified that she also had to remove food stains from the kitchen rug which got spilled from the refrigerator when the tenant opened the door and food fell out. The landlord is seeking \$50.00 for the cost of the cleaners. The tenant did not dispute that there was some hair dye left in the bedroom area, and she stated that she offered to clean the rugs, but the landlord refused. The tenant stated that although she was the person responsible for opening the fridge door when the food fell out, the food belonged to the landlord.



**Item # 2: Rug replacements (x2) (\$150.00)** - The landlord testified that 2 of the rugs in the unit needed to be replaced and she is seeking \$150.00 for the cost of the rugs. The landlord stated that one of the rugs was in the bedroom and was ruined due to the stain from the hair dye and the other rug was in the kitchen area and was ruined when food was wasted on it. The tenant disputed that she should be responsible to replace the rugs as she offered to clean the rugs and the landlord refused.

**Item # 3: Flooring repair (\$300.00)** - The landlord testified that the floor in the bedroom also had a stain from hair dye and she stated that she was unable to remove the stain. The landlord stated that the flooring will need to be replaced and she is seeking \$300.00 for the cost of the damage to the floor. The tenant did not dispute that the stain may be hair dye, however she disputed that she should be responsible for the replacement of the bedroom flooring as the flooring was in a bad condition when she moved in.

## Analysis

33. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

34. The items are analyzed based on the testimony of the both the applicant and the respondent. The only exhibits entered into evidence were the photographs of the hair dye stains as the tenant was privy to those photographs prior to the hearing. Each item is analyzed as follows:

**Item #1: Cleaning costs / cleaning materials (\$50.00)** – The landlord testified that she needed to purchase Lysol wipes and carpet cleaner to remove hair dye stains from the bedroom wall and the bedroom rug respectively. The landlord testified that she also had to remove food stains from the kitchen rug which got spilled from the refrigerator when the tenant opened the door and food fell out. The tenant did not dispute that there was some hair dye left in the bedroom area, and she stated that she offered to clean the stains, but the landlord refused. The tenant stated that although she was the person responsible for opening the fridge door when the food fell out, the food belonged to the landlord. I accept that there was hair dye in the bedroom, and I accept the tenant's testimony that she was aware of it, and she offered to clean it. I also accept that the food that fell out of the fridge was an accident, and the tenant was not negligent in causing that damage. For those reason, I find that the tenant is not responsible for the cost of cleaning supplies.

**Item # 2: Rug replacements (x2) (\$150.00)** - The landlord testified that 2 of the rugs in the unit needed to be replaced and she is seeking \$150.00 for the cost of the rugs. The landlord stated that one of the rugs located in the bedroom was ruined due to the stain from the hair dye and the other rug was located in the kitchen area and was ruined when food was wasted on it. The tenant disputed that she was responsible to replace the rugs as she offered to clean the rugs and the landlord refused her offer. I asked the landlord the age of the rugs and she responded that they are both approximately 1 year old, and she stated that she paid \$150.00 in total for both rugs. I allowed a photograph of the rug from the bedroom to be entered into evidence as the tenant had received a copy of that photograph before the hearing. Based on the photograph of the bedroom rug (LL#9), I accept that the rug had a hair dye stain on it and although the stain was evident, the photograph also showed a great deal of wear and tear. Bedroom / bathroom rugs have a

life span of approximately 1 year and for this reason, I find that the bedroom rug has outlived its life span. With regards to the kitchen rug and in accordance with Section 9-3 of the *Policy* as stated above, the landlord failed to show that the damage existed, and she also failed to show that the tenant was negligent in causing the damage. For those reasons, I find that the tenant is not responsible to replace either rug.

**Item # 3: Flooring repair (\$300.00)** - The landlord testified that the floor in the bedroom also had a stain from hair dye and she stated that she was unable to remove the stain. The landlord stated that the flooring will need to be replaced. The tenant did not dispute that the stain may be hair dye, however she disputed that she should be responsible for the replacement of the bedroom flooring as the flooring was in a bad condition when she moved in. I allowed a photograph of the stain on the bedroom floor to be entered into evidence as the tenant had received a copy of that photograph before the hearing. Based on the photograph of the bedroom floor (LL#10), I accept that the floor has a hair dye stain on it. I find that the landlord failed to show the age of the flooring or the cost to repair the portion of the flooring with the stain and for those reasons, I find that the tenant is not responsible for the cost to repair the bedroom flooring.

## Decision

35. The landlord's claim for *compensation for damages* does not succeed.

## Issue # 7: Security deposit applied against monies owed \$300.00

### Analysis

36. 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).*

37. As the landlord's claim for losses has been successful as per paragraphs 14, 19, 23 and 27, I find that the landlord's claim to have the security deposit applied against monies owed succeeds. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant 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 currently 1%.

## Decision

38. The landlord's claim to have the *security deposit applied against monies owed* succeeds.

## Summary of Decision

39. The tenant shall pay the landlord \$192.54 as follows:

Rent paid .....	\$300.00
Late fees .....	63.00
Utilities paid .....	78.52
Possessions .....	52.40
Less: security deposit & interest.....	301.38
Total .....	\$192.54

October 30, 2024

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office