

Residential Tenancies Tribunal

Application 2024-0877-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 9-October-2024 at 2:01 pm.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], did not attend.

Preliminary Matters

4. The tenants were not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenants with notice of the hearing electronically on 26-September-2024 at 11:00 pm. The appropriate supporting document were also provided (LL#2). As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.

Issues before the Tribunal

5. Should the landlords' claim for unpaid rent succeed?
6. What is the proper disposition of the security deposit?

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* (the *Act*).

Issue 1: Unpaid Rent

8. The landlords claim for \$1600.00 in unpaid rent, which represents the entire monthly rent for the month of September, which was the last month of the tenancy.
9. I accept the landlords' uncontradicted testimony. The landlords' claim for unpaid rent succeeds in the amount of \$1600.00.

Issue 2: Security Deposit

10. As the landlords are owed moneys, they are entitled to apply the security deposit against the sum owed. In this case, the security deposit was \$1000.00.
11. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe an interest rate of 0% for the relevant years prior to 2024 and a simple cumulative interest rate of 1% annual. Calculated to the date of the hearing, that results in a total interest of \$7.76.

Decision

12. The landlords' claim for unpaid rent succeeds in the amount of \$1600.00.
13. The landlords may apply the security deposit and interest, totalling \$1007.76, against the sum owed.
14. The landlords were successful in their claim, and so are entitled to be compensated for their reasonable hearing expenses. In this case, they claim only the \$20.00 application fee.

Summary of Decision

15. The tenants shall pay to the landlords \$572.24 as follows:

Unpaid Rent.....	\$1600.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(\$1007.76)
 Total.....	 \$572.24

30-October-2024

Date


Seren Cahill
Residential Tenancies Office