

Residential Tenancies Tribunal

Application 2024-1000-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 28-November-2024 at 9:30 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the landlord, did not attend.

Preliminary Matters

4. The landlord was 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 tenant submitted an affidavit (TT#1) with their application stating that they had served the tenants with notice of the hearing electronically on 14-November-2024 at 7:07 pm. The appropriate supporting document were also provided (TT#2). As the landlord was properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in their absence.

Issues before the Tribunal

5. What is the proper disposition of the security deposit?

Legislation and Policy

6. 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: Security Deposit

7. The tenant testified that she paid the landlord a security deposit of \$275.00 on 19-September-2024. An e-transfer receipt (TT#3) was provided for this date and amount. I accept the tenant's uncontradicted testimony.
8. According to s. 14(12) of the *Act*, where a tenant makes an application for the return of a security deposit, the landlord must make a claim within ten days of being served with the application or return the deposit. In this case, no claim was received within ten days. Therefore, the landlord must return the security deposit.
9. 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 interest rate prescribed by the regulations is 1% simple cumulative annual interest for the year 2024. Calculated to the date of the hearing, this yields a total amount of interest of \$0.53.

Decision

10. The landlord shall pay to the tenant \$275.53 for the security deposit including interest.

6-January-2025

Date

[REDACTED]
Seren Cahill
Residential Tenancies Office