

## Residential Tenancies Tribunal

Application 2024-1045-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 12-December-2024 at 1:50 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference.

### Preliminary Matters

4. On the date of the hearing, the tenant asked for a postponement on the basis that he was unavailable as he had been called in to work. The landlord was opposed. The landlord had provided an affidavit of service (LL#1) and proof of service (LL#2) showing that he had served the respondent notice of the hearing on 22-November-2024. The last-minute request for postponement was denied. The hearing proceeded and the tenant attended.
5. The landlord had originally applied for an order of vacant possession. However, by the time of the hearing, the tenant had already vacated. The application was therefore amended to remove this request.

### Issues before the Tribunal

6. Should the landlords' claim for unpaid rent succeed?

### 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 \$1850.00 in unpaid rent. A rental ledger was provided in support of this (LL#3). This money includes the monthly rent of \$900/month for the months of September and October in 2024 as well as a \$50.00 balance owing from the previous August. The tenant agreed he owed the landlord this money.

#### **Decision**

9. The tenant shall pay to the landlord \$1850.00 in unpaid rent.
10. The landlord was successful in their application and is entitled to have his reasonable hearing expenses covered. In this case, he claimed only the \$20.00 application fee.
11. The tenancy has ended and the security deposit must be disposed of. In this case, the security deposit was \$600.00 and was paid in 24-May-2022.
12. 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 prescribed an interest rate of 0% during the relevant years prior to 2024 and a simple cumulative interest rate of 1% annual for the year of 2024. Calculated to the date of the hearing, this yields a total interest owing of \$5.69.

#### **Summary of Decision**

13. The tenant shall pay to the landlord \$1264.31 as follows:

Rent.....	\$1850.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(\$605.69)
 Total.....	 \$1264.31

8-January-2025

Date

  
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Seren Cahill  
Residential Tenancies Office