

Residential Tenancies Tribunal

Application 2024-1145-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:59 p.m. on 21-January-2025.
2. The applicant, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” did not attend.

Preliminary Matters

4. The tenant was not present or represented at the hearing and I was unable to reach him 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 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 he has been properly served. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically by email to: [REDACTED] on 18-December-2024 (LL#1). The landlord submitted a copy of the sent email and proof of the email address (LL#2). In accordance with the *Residential Tenancies Act, 2018* this is good service. As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in his absence.
5. There was a written month-to-month rental agreement which commenced on 1-September-2022. The tenant vacated the unit on or about 11-December-2024. Rent was \$750.00 per month, due on the first day of each month. A security deposit of \$562.50 was paid in September 2022 and is in the landlord's possession.
6. The landlord amended the application to omit *vacant possession*, increase *rent paid* from \$3750.00 as per the application to \$4770.49 and to include hearing expenses. The disposition of the security deposit shall be dealt with this this hearing.

Issues before the Tribunal

7. The landlord is seeking:
- Rent paid \$4770.49
 - Hearing expenses \$20.00
 - Security deposit to be applied against monies owed \$562.50

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. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Policy Manual*: Section 12-1: Recovery of costs.

Issue # 1: Rent Paid \$4770.49

Relevant Submission

10. The landlord's representative testified that rent is outstanding since February 2024 in the amount of \$4770.49 and they submitted a rental statement to support the claim (LL#3). See breakdown of rental ledger below:

Rental Ledger 2024-1145-NL			
Date	Action	Amount	Total
January 31, 2024	Balance		\$0.00
February 1, 2024	Rent due	\$750.00	\$750.00
March 1, 2024	Rent due	\$750.00	\$1,500.00
March 1, 2024	Payment	-\$750.00	\$750.00
April 1, 2024	Rent due	\$750.00	\$1,500.00
May - July, 2024	Rent due (3 x \$750)	\$2,250.00	\$3,750.00
May - July, 2024	Payments	-\$2,250.00	\$1,500.00
August -November, 2024	Rent due (4 x \$750)	\$3,000.00	\$4,500.00
December 1-11, 2024	Rent due (\$24.59 x 11 days)	\$270.49	\$4,770.49

Daily rate: \$750 x 12 mts = \$9000
\$9000 / 366 days = \$24.59 per day

Landlord's Position

11. The landlord's representative testified that the tenant abandoned the unit on or about 10-December-2024 and he stated that they took possession of the unit on 11-December-2024. The landlord's representative stated that rent has been in arrears since February 2024, and they are seeking rent to be paid in full up to the date the tenant vacated the unit on 11-December-2024.

Analysis

12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement, by a tenant to a landlord for the use or occupancy of a

residential premises. I accept the landlord's representative's testimony that rent has not been paid in full since February 2024.

13. I find that the tenant is responsible for outstanding rent for the period of 1-February to 11-December 2024 in the amount of \$4770.49.

Decision

14. The landlord's claim for *rent paid* succeeds in the amount of \$4770.49.

Issue # 2: Hearing expenses \$20.00

Analysis

15. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and submitted a copy of the receipt to support the claim (LL#4). In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, I find that the tenant is responsible for the hearing expenses.

Decision

16. The landlord's claim for *hearing expenses* success in the amount of \$20.00.

Issue # 3: Security deposit applied against monies owed \$562.50

Analysis

17. 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).*
18. The landlord's claim for losses has been successful as per paragraphs 14 and 16 and as such, 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 rate for 2022-2023 was 0% and is currently 1% for 2024-2025.

Decision

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

Summary of Decision

20. The tenant shall pay the landlord \$4222.02 as follows:

Rent paid	\$4770.49
Hearing expenses	20.00
Less: security deposit & interest.....	568.47
Total	\$4222.02

February 12, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office