

Residential Tenancies Tribunal

Application 2025-0207-NL

Michael Reddy
Adjudicator

Introduction

1. The hearing was called at 1:55 PM on 5 June 2025 via teleconference.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended the hearing. The tenant called a witness, [REDACTED], hereinafter referred to as the tenant's witness, who attended the hearing. [REDACTED], a support worker for the tenant, attended but did not offer testimony during the hearing.
3. The respondent, [REDACTED], was represented by [REDACTED] [REDACTED], hereinafter referred to as the landlord, who attended the hearing. The landlord called a witness, [REDACTED], hereinafter referred to as the landlord's witness, who attended the hearing.

Preliminary Matters

4. The tenant submitted an affidavit with the application stating the landlord had been served the notice of hearing by [REDACTED] through registered mail ([REDACTED] [REDACTED]) on 14 May 2025 at approximately 1:45 PM (T#1). The landlord did not dispute this service, although claimed this was interrupted by mail disruption and he obtained the package a week before the hearing date. The landlord waived his 10-day rights and wished to continue with the hearing.
5. There was a written fixed term rental agreement between 23 February 2025 and 1 April 2025, with rent set at \$1200.00 due on the 19th of each month. A security deposit of \$900.00 was collected on 21 February 2025 still in the possession of the landlord.
6. The tenant amended her application to include compensation for inconveniences in the amount of \$209.16, along with \$20.00 hearing expenses.

Issues before the Tribunal

7. The tenant is seeking the following:

- Refund of the Security Deposit plus interest
- Refund of rent in the amount of \$600.00
- Return of personal possession/ Compensation for Mattress
- Compensation for inconveniences in the amount of \$209.16
- Hearing expense in the amount of \$20.00

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* (*the Act*).
9. Also, relevant and referred to in this decision are Sections 14 , along with Policy 12-001 of the Residential Tenancies Policy Manual.

Issue 1: Refund of Security Deposit plus interest

Relevant Submission

10. The tenant is seeking a refund of the security deposit \$900.00 plus interest paid on 21 February 2025.

Tenant Position

11. The tenant testified a security deposit was paid prior to her tenancy of the rental premises and that there was no reason why her security deposit should not be returned to her.

Landlord Position

12. The landlord testified that he was still in possession of the security deposit. During the hearing, the landlord stated this has not been returned to the tenant due to his claim she had only paid first month's rent and the security deposit and, since that time, has not paid any additional monthly rent.

Analysis

13. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

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).

(12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

14. In accordance with section 14(9) of the *Act* as stated above, the landlord did not return the security deposit within the 10-day time frame, and the landlord has failed to make application to the Director in accordance with section 14(11) to retain the security deposit. The tenant was able to show that she paid the security deposit. For these reasons, I find that the landlord shall refund the security deposit to the tenant.

15. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to the 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 is 1% for 2025.

Decision

16. The tenant's claim for refund of security deposit plus interest succeeds in the amount of \$902.59.

Issue 2: Refund of rent

Relevant Submission

17. The tenant is seeking \$600.00 for half months' rent for April 2025.

Tenant Position

18. The tenant testified she had taken occupancy of the rental premises on 1 March 2025. She stated the income support paid her monthly rent. On 7 March 2025, she stated her a former boyfriend of her showed up at the rental premises which resulted in police being dispatched. Subsequently, on 8 March 2025, the tenant testified she was personally issued a termination notice to vacate the rental premises within 5 days.
19. The tenant testified following this situation, another male attended the rental premises at which time she was physically assaulted, and police and an ambulance were called. She stated she was taken to hospital, at which time she was informed by police it was not safe for her to return to the rental premises.
20. Following her stay in hospital, she testified she was involved with the [REDACTED] [REDACTED] and on 1 April 2025, herself and [REDACTED] staff returned to the rental premises at which time the locks had been changed by the landlord and she was not issued a key for the new lock.
21. The tenant testified her rent had been paid through direct deposit to the landlord by the Department of Families and Affordability, Government of Newfoundland. She stated, "You can get a hold of income support and they could supply information about paying rent".
22. The tenant's witness testified on 1 April 2025, her and another worker with [REDACTED] [REDACTED] attended the rental premises at which time they were informed by two employees of the landlord that the tenant could not return to the rental premises.

Landlord Position

23. The landlord testified he never received any rent from the tenant following the first payment on 21 February 2025. He did not dispute a termination notice was issued to the tenant on 8 March 2025 due to his claim the tenant had negatively impacted on the peaceful enjoyment of other tenants of the rental.
24. The landlord did not dispute that the locks of the tenant's rental premises had been changed following the advice of police. He also did not dispute that the tenant was not issued a new key.
25. The landlord's witness testified there were 4 separate incidents when police were dispatched to the rental premises in relation to situations involving the tenant.

Analysis

26. In this situation, the tenant is claiming rent had been paid for April 2025 whereas the landlord is claiming rent was not received for April 2025. The tenant testified that receipts of rental payments could be obtained from the Department of Families and Affordability. Those items were not supplied to this Tribunal.
27. The tenant is seeking reimbursement of \$600.00, representing half a month's rent for April 2025, on the basis that she was denied access to the rental due to the landlord changing the locks.
28. While the tenant testified that rent was paid via direct deposit from the Department of Families and Affordability, the landlord disputes receiving any rent beyond the initial payment in February 2025. Neither party provided documentation to substantiate their claims- such as payment receipts, bank statements, or correspondence with the income support office.
29. In the absence of corroborating evidence from either party, I am unable to determine, on a balance of probabilities, whether rent was or was not paid for April 2025. As such, I cannot conclude that the tenant is entitled to reimbursement for that period.

Decision

30. The tenant's claim for a refund of rent fails.

Issue 3: Return of personal possession/ Compensation

Relevant Submission

31. The tenant is seeking compensation for the costs associated with a mattress she was given by [REDACTED] in the amount of \$802.70.

Tenant Position

32. The tenant amended her application during the hearing at which time she stated she did not wish for the return of the mattress, rather the cost of this item. She testified she was issued the new king size mattress by [REDACTED] on 3 March 2025. The tenant stated she requested [REDACTED] to attend the rental premises to obtain the mattress on two occasions at which time the mattress, "wouldn't fit" in the van.

33. The tenant's witness testified the tenant was issued the mattress by [REDACTED] on 3 March 2025 and on 3 March 2025 she helped place the item in the rental premises for the tenant.
34. During the hearing, the tenant amended her initial application and was seeking the costs of the mattress rather than return of the item. The tenant testified, "I am terrified of bed bugs. I can not take back the mattress".

Landlord Position

35. The landlord testified on the date of the hearing, the mattress remained in the rental premises and the premises had not been rented to a new tenant. The landlord stated, "they can come anytime to get the mattress".
36. The landlord disputed he is responsible for the cost of the mattress.

Analysis

37. The tenant did not supply any evidence to this Tribunal about the costs of a king size mattress. Furthermore, the landlord testified the mattress remained at the rental premises on the day of the hearing and the item had not been moved.
38. In this situation, there was no evidence of the cost of the mattress. Furthermore, there was no testimony or evidence to suggest the mattress was damaged by the landlord and the landlord expressed a willingness for the tenant to have the mattress returned.

Decision

39. The tenant's claim for compensation for the mattress therefore fails. The landlord shall, in discussions with the tenant and/or representative, permit the tenant to have the mattress returned to her possession.

Issue 4: Compensation

Relevant Submission

40. The tenant is seeking compensation in the amount of \$209.16 for the costs associated with one-night accommodations and food.

Tenant Position

41. The tenant testified after she was transported to hospital, she was awaiting a placement in a shelter which resulted in her having to spend time in a hotel and

her spending money for food. There were no receipts for costs associated with this situation supplied to this Tribunal.

Landlord Position

42. The landlord disputed he was responsible for this compensation.

Analysis

43. The tenant offered testimony after leaving the rental premises, she attended the [REDACTED]. Under the *Act* and associated policies, compensation for costs of inconveniences may be awarded where a tenant has experienced a loss or disruption directly resulting from a breach of the *Act* or the rental agreement by the landlord. Such compensation is discretionary and must be supported by credible evidence demonstrating both the occurrence of the inconvenience and the reasonable costs incurred. In this case, the tenant did not provide receipts or documentation to substantiate the claimed expenses of \$209.16 for temporary accommodations and food. In accordance with policy, and in the absence of sufficient evidence, the claim does not meet the threshold for compensation.

Decision

44. The tenant's claim for compensation in the amount of \$209.16 fails.

Issue 5: Hearing expenses

45. The tenant provided a receipt demonstrating payment of \$20.00 application fee (T#3) and is seeking reimbursement.

46. In accordance with Section 12-001 of the Residential Tenancies Policy Manual, filing fees can be claimable costs. As the tenant's claim is partially successful, I find that the landlord is responsible for the hearing expenses.

Decision

47. The landlord shall pay the hearing expense in the amount of \$20.00.

Summary of Decision

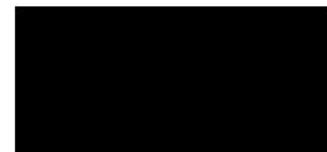
48. The landlord shall pay to the tenant \$922.59 determined as follows:

-Security Deposit plus interest.....	\$902.59
-Hearing expenses.....	\$20.00

-Total.....\$922.59

49. The landlord shall allow the tenant and/or the tenant's representative to access the rental premises on a mutually agreed date and time, within 30 days of the order being issued, to retrieve the mattress.

18 September 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office