

Residential Tenancies Tribunal

Application 2025-0294-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 14-May-2025 at 9:15 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended via 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 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 tenant with notice of the hearing electronically (marked mistakenly as personally but meaning electronically according to their testimony and the address of service) on 2-May-2025 at 3:38 pm. Proof of service was also provided (LL#2). As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlords, I proceeded with the hearing in their absence.
5. The landlords testified that they received a payment of \$115.00 from the tenant prior to the hearing. They therefore amend their claim from \$376.77 to \$261.77.

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 seek \$261.77 in unpaid rent. They submitted a rental ledger (LL#3) in support of this.
9. I accept the landlords' uncontradicted testimony that the tenant owes \$261.77 in unpaid rent.

Decision

10. The landlords' claim for unpaid rent in the amount of \$261.77 succeeds.
11. The tenancy has ended so the security deposit must be disposed of. In this case, the security deposit was \$275.00 received on 4-December-2024. S.16(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 a simple cumulative interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in total interest owing of \$1.17.
12. The landlords were successful in their application and therefore may seek reasonable hearing expenses. They request the \$20.00 application fee, which is granted.

Decision

13. The tenant shall pay to the landlords \$5.60 as follows:

Unpaid Rent.....	\$261.77
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(\$276.17)
 Total.....	 \$5.60

29-July-2025
Date


Seren Cahill
Residential Tenancies Office