

## **Residential Tenancies Tribunal**

Application 2025-0336-NL

Oksana Tkachuk  
Adjudicator

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### **Introduction**

1. Hearing was called at 2:05 p.m. on 7-July-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, and [REDACTED] as supportive person, 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 he/she has been properly served.
5. The tenant submitted two affidavits with their application stating that they had served the landlord with the notice of hearing electronically via email to: [REDACTED] and the landlord’s boyfriend to: [REDACTED] on 20-May-2025 (TT#1). The tenant submitted a copy of sent emails on that date and stated that she used this email address for communication with the landlord since the beginning of the tenancy. In accordance with the *Residential Tenancies Act, 2018* this is good service. 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.
6. There was a written month to month rental agreement which commenced on 1-August-2024. Rent was \$650.00 per month, due on the first of each month. The tenant vacated on 24-March-2025. A security deposit of \$485.00 was collected on 21-July-2024 and is in the landlord’s possession.

## Issues before the Tribunal

7. The tenant is seeking:

- Refund of Security deposit \$485.00;

## 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*.
9. Also, relevant and considered in this decision is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit.

### Issue # 1: Refund of Security deposit \$1875.00

#### Tenant's position

10. The tenant stated that the security deposit was not returned by the landlord after they vacated the rental unit on 24-March-2025. The tenant submitted a screenshot as a proof of sent security deposit to support their claim (TT#2). The tenant is seeking refund of security deposit.

#### Analysis

11. 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.

12. I accept the tenant's testimony that the landlord did not refund security deposit, as the landlord was not present or represented during the hearing to provide their testimony. In accordance with section 14 of the *Act* as stated above, the landlord did not return the security deposit within the 10-day time frame, the landlord has failed to make application

to the Director to retain the security deposit. Therefore, I find that the landlord shall refund the security deposit to the tenant.

13. 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 annual interest currently is 1% for 2024-2025.

**Decision**

14. The tenant's claim succeeds in the amount of \$489.68.

**Summary of Decision**

15. The landlord shall refund the security deposit plus interest to the tenant in the amount of \$489.68.

July 15, 2025

Date

Oksana Tkachuk, Adjudicator  
Residential Tenancies Office

