

Residential Tenancies Tribunal

Application 2025-0410-NL

Michael Reddy
Adjudicator

Introduction

1. Hearing was called at 1:49 PM on 9 June 2025.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED], was represented by [REDACTED], hereinafter referred to as the landlord's representative, attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit (T#1) with the application stating the landlord had been served by registered mail ([REDACTED]) at approximately 1:25 PM on 27 May 2025. The landlord's representative did not dispute this service. In accordance with the *Residential Tenancies Act, 2018*, this is considered good service.
5. There was a written monthly rental agreement between 1 November 2023 and 30 April 2025, with rent set at \$600.00 due on the 1st of each month. A security deposit of \$450.00 was collected on 31 October 2023 still in possession of the landlord.

Issues before the Tribunal

6. The tenant is seeking the following:
 - Refund of security deposit of \$450.00 plus interest
 - Compensation for inconveniences in the amount of \$450.00
 - Hearing expenses in the amount of \$20.00

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*).
8. Also, relevant and referred to in this decision are Sections 14 and 42 of the *Act*, along with *Policy 04-002, Policy 09-004, and 12-001* of the *Residential Tenancies Program Policies*.

Issue 1: Refund of Security Deposit plus interest

Relevant Submission

9. The tenant is seeking a refund of the security deposit \$450.00 plus interest which he paid on 31 October 2023.

Tenant Position

10. The tenant testified he paid the security deposit of \$450.00, along with first months' rent. Along with his application, the tenant supplied a transaction receipt (T#2) of payment of the security deposit and first month's rent. He stated he issued the landlord a termination notice on 28 March 2025 and vacated the rental premises on 30 April 2025. The tenant was of the opinion there is no reason why he should not be refunded the security deposit.

Landlord Position

11. The landlord did not dispute the tenant had paid the security deposit of \$450.00 and that the tenant had vacated the rental premises by 30 April 2025. The landlord testified he received the key to the rental premises on 1 May 2025 from another tenant of [REDACTED], [REDACTED], NL.
12. The landlord testified the security deposit should not be returned to the tenant due to alleged monies owing by the tenant related to utilities outstanding in the amount of \$595.73 which the tenant was responsible for.

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 he 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 interest was 0% for 2023 and the annual interest is 1% for 2024 and 2025.

Decision

16. The tenant's claim for refund of security deposit plus interest succeeds in the amount of \$456.48.

Issue 2: Compensation for Inconveniences

Relevant Submission

17. The tenant is seeking \$450.00 in compensation for inconveniences he experienced while a tenant at the rental premises.

Tenant Position

18. The tenant testified, while renting the rental premises, he experienced concerns which included rodent infestation, interrupting noises from construction of the basement during his study and exam periods, and interrupting smell of marijuana from other tenants using inside the rental premises. He stated he feels the landlord is responsible for those inconveniences as the landlord was aware and negligent to adequately deal with those issues.
19. During his occupancy, the tenant testified he informed the property managers about concerns with rodents, broken furniture in the rental premises, and “poor sanitation in the common areas”.
20. Along with his application, the tenant also supplied a compensation for inconveniences in relation to 5 items (T#3) with each item broken down financially. Each item will be addressed individually below.

Landlord Position

21. The landlord testified he was not responsible for the tenant's inconveniences and that the tenant did not supply any evidence to support his claim for inconveniences.

Food Loss

22. The tenant is claiming \$250.00 for two bags of grains and pantry supplies, which included a food from his home country, which he testified he had to dispose of due to rodent excrement and urine he observed on those items. He stated he was away on vacation in April 2025 and upon return to the rental premises he observed the state of his grains, rice and food from his home destroyed by rodents from the ceiling of the rental premises. He testified the food was kept on the floor of his bedroom.
23. The tenant testified he first observed the rental property had concerns with rodents when he observed a rat trap in the kitchen area in January 2025.
24. The landlord attributed the tenants concerns with rodents being due to his improper storage of his food in his bedroom and that the tenant was away for “a month”.
25. There was no pictorial evidence or receipts supplied by the tenant along with his application related to food loss.

Clothing and Personal Item Damage

26. The tenant is claiming \$70.00 for damages caused to his clothing and personal items (i.e. books and paper documents) by rodents in the rental premises. He testified a jacket of his was damaged by rodents and stated he did have evidence to support this claim.
27. There was no pictorial evidence or receipts supplied by the tenant along with his application related to his clothing and personal items.

Cleaning Supplies

28. The tenant is claiming \$40.00 for the costs associated with his having to purchase cleaning supplies, disinfectants and gloves during his tenancy to clean the shared spaces of the rental premises.
29. There were no pictorial evidence or receipts supplied by the tenant along with his application related to cleaning supplies or the condition of the shared spaces of the rental premises.

Loss of Quiet Enjoyment

30. The tenant is claiming \$50.00 for the loss of his quiet time and enjoyment during the tenancy. He testified a contractor had attended the rental premises to complete construction repairs of one week which disrupted his studying and preparing for examinations. The tenant stated as a result of the noise from those repairs, he had to attend the library at his academic instruction to read and study. He was of the opinion the landlord should have informed he and the other tenants about the completion of the construction.
31. There were no witnesses called by the tenant and there was no pictorial evidence supplied by the tenant along with his application related to this construction.
32. The landlord did not dispute that construction was completed on the basement of the rental premises.

Fan & Room Fresheners

33. The tenant is claiming \$35.00 for the purchase of a fan and room fresheners due to the use of tobacco and marijuana products by the other tenants inside the rental premises.
34. There was no receipts or witnesses supplied by the tenant along with his application related to the purchase of a fan or room fresheners.

Analysis

35. Policy 09-004: *Compensation for Damage to Tenant's Personal Property* states:

"As in all claims for compensation for damages, the tenant has a duty to mitigate the damages by taking all reasonable steps to minimize their unreasonable accumulation.

If the tenant becomes aware that there are maintenance problems at the rented premises, the tenant should notify the landlord as soon as possible, and request that the necessary repairs be undertaken"

36. The tenant did not offer testimony that he issued a request for repairs during the tenancy. The tenant offered testimony that he observed rodent traps in the common area of the rental premises in January 2025 indicating he was aware of concerns of possible rodents at the rental premises.

Food Loss

37. In relation to food and personal belongings of the tenant, the tenant testified he left food on the floor in his bedroom. This is not a "reasonable step" by the tenant to minimize his accumulation of damages to his food and personal belongings.

Clothing and Personal Item Damage

38. In relation to clothing and personal damage, there was no pictorial evidence supplied by the tenant, nor were there any receipts for the costs associated with replacement of these items. As such, on the balance of probabilities, I am unable to determine how the tenant is entitled to the \$70.00 amount claimed.

Cleaning Supplies

39. In relation to the tenant's claim for compensation for cleaning supplies and fan/room fresheners, the tenant did not provide any information that they brought the issue of smoking to the attention of the landlord. Further, there were no receipts supplied to this Tribunal by the tenant.

Loss of Quiet Enjoyment

40. In relation to the loss of quiet time of the tenant which the tenant attributed to noise caused by construction of the basement of the rental premises, there was no indication by the tenant of this activity lasting longer than a week or how he determined an amount of \$50.00. Construction in a rental property is not viewed as an out of the ordinary situation to occur in rental premises provided it is

completed during reasonable hours. I accept the tenant's claim that he prepared for examinations at the library of his academic institution. However, there were no receipts associated with the tenant having to do so. As such, on the balance of probabilities, I am unable to determine how the tenant is entitled to the \$50.00 amount claimed.

Decision

41. The tenant's claim for \$450.00 for inconveniences fails.

Hearing expenses

42. The tenant provided a receipt (T#4) demonstrating payment of a \$20.00 application fee and is seeking reimbursement.

43. 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.

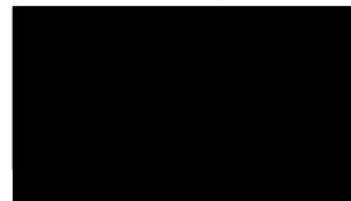
Summary of Decision

44. The landlord shall pay to the tenant \$476.48 determine as follows:

-Security deposit plus interest.....	\$456.48
-Hearing expenses.....	\$20.00
-Total.....	<u>\$476.48</u>

45. The tenant's claim for compensation for inconveniences fails.

26 August 2025



Date

Michael Reddy, Adjudicator
Residential Tenancies Office