

Residential Tenancies Tribunal

Application 2025-0421-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 9:28 a.m. on 25-June-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” attended by 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 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 the 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 tenant submitted an affidavit with his application stating that he had served the landlord with the notice of hearing personally at the residential premises on 13-June-2025 (TT#1). 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 his absence.
5. There was a verbal month-to-month rental agreement which commenced on 1-January-2024. The tenant vacated the unit on 30-April-2025. Rent was \$600.00 per month, due on the first day of each month. A security deposit of \$300.00 was paid on 10-February-2024 and is in the landlord’s possession.
6. The application was amended to include hearing expenses.

Issues before the Tribunal

7. The landlord is seeking:

- Refund of security deposit \$300.00
- Hearing expenses \$26.50

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 is the following section 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: Refund of Security Deposit \$300.00

Tenant's Position

10. The tenant testified that he paid the landlord a security deposit of \$300.00 on 10-February-2024 and he submitted a copy of the bank transaction to support the claim (TT#2). The tenant stated that the landlord had no reason to retain the security deposit and when he asked the landlord to refund the deposit, the landlord ignored him. The tenant stated that he is seeking the security deposit to be refunded in full.

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. Based on the tenant's testimony and the exhibit entered into evidence, I accept that the tenant paid a security deposit of \$300.00 to the landlord on 10-February-2024. In accordance with Section 14 of the *Act* as stated above, I find that the landlord failed to make a claim to retain the security deposit and as such, the landlord shall refund the

security deposit in full to the tenant. 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 2024-2025 is 1%.

Decision

13. The tenant's claim to have the security deposit refunded succeeds.

Issue # 2: Hearing Expenses \$26.50

14. The tenant incurred *Commissioner of Oath* fees in the amount of \$26.50 and he submitted a copy of the receipt to support the claim (TT#3). The tenant is seeking to be reimbursed for his hearing expenses in full. In accordance with Section 12-1 of the *Residential Tenancies Policy Manual*, *Commissioner of Oath* fees can be claimable costs. As the tenant's claim for refund of security deposit has been successful, I find that the landlord is also responsible for the hearing expenses.

Decision

15. The tenant's claim for *hearing expenses* succeeds in the amount of \$26.50.

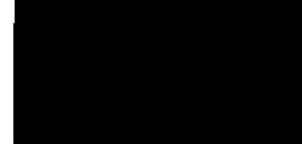
Summary of Decision

16. The landlord shall pay the tenant \$330.62 as follows:

Refund of security deposit.....	\$300.00
Interest	4.12
Hearing expenses	26.50
 Total	 \$330.62

June 30, 2025

Date



Pamela Pennell, Adjudicator
Residential Tenancies Office