



Residential Tenancies Tribunal

Application 2023-0492-NL

Decision 23-0492-00

Jacqueline Williams
Adjudicator

Introduction

1. Hearing was called at 1:52 p.m. on 11-July-2023.
2. The applicant, [REDACTED] hereinafter referred to as "the tenant" attended by teleconference.
3. The respondents, [REDACTED] are hereinafter referred to as "landlord1 and landlord2," both attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit stating that he served the landlords with notification of today's hearing by prepaid registered mail which was sent on 15-June-2023 and collected on 19-June-2023. Landlord2 confirmed receipt of notification as stated by the tenant.
5. The tenant amended his claim to increase inconvenience from \$37.00 to \$104.00.

Issues before the Tribunal

6. The tenant is seeking
 - Return of security deposit \$450.00
 - Inconvenience \$104.00
 - Hearing expenses \$66.00

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*.

8. Also relevant and considered in this decision² are the following sections of the *Residential Tenancies Act, 2018*: Section 14: Security deposit, and Section 18: Notice of termination of rental agreement.

Issue 1: Security deposit returned \$450.00

Tenant's Position

9. The tenant has a written term lease from 30-July-2021 until 31-July-2022; he submitted a copy of the tenant's responsibilities (TT#01); he remained after the end of the term and then held a monthly agreement with the landlord. The tenant rents a room in a shared house for \$450.00 a month which includes utilities. His rental period is from the 1st day of the month until the last with rent being due on the 1st day of each month. He said that he paid a security deposit of \$450.00 just prior to moving in.
10. The tenant stated that the landlord gave him a termination notice, he questions why he was evicted. He said that he was given notice to move out the end of June. He moved out 01-May-2023.
11. He is seeking reimbursement of his security deposit.

Landlord's Position

12. Landlord1 confirms the details of the rental agreement. She disputes the amount of security deposit paid. She submitted their copy of the rental agreement (LL#01), and indicated that in Part 8 it shows that the security deposit of \$250.00 was paid on 15-July-2021. She also submitted the bank statements (LL#02) showing this payment as well as the first rent payment from the tenant.
13. Landlord2 confirms that they are still in possession of the deposit, however, because they have incurred loss, they are holding the deposit against that loss. The landlord said that the tenant left without notice and she filed a separate application for this loss today.

Analysis

14. I accept the evidence submitted by the landlords that the tenant paid a security deposit of \$250.00.
15. As per Section 14 of the *Residential Tenancies Act, 2018*:

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.

(13) Where a landlord does not make an application under paragraph (10)(b) or return the security deposit in accordance with subsection (12), the director may, without conducting a hearing, make an order requiring the landlord to return the security deposit to the tenant.

(14) Where a landlord does not make an application under subsection (11), he or she is not prohibited from making an application under section 42 other than an application with respect to a claim against the security deposit.

(15) For the purpose of subsections (8) to (14), "security deposit" includes the interest credited under subsection (7).

16. Section 14 states that once a tenant makes an application for the return of the security deposit, the landlord has 10 days to file a claim, from the date they are notified of the application. If they fail to file the claim within the 10 days, then the security deposit is to be returned to the tenant. As shown in paragraph 4, the tenant's notice of the hearing to the landlord was received on 19-June-2023, the dispute system shows that the landlord's application was received on the same date as the hearing on 11-July-2023. The landlord did not file her application within the 10 day time limit.
17. The security deposit is the property of the tenant and held in trust by the landlord. I find the landlord shall therefore return the security deposit totaling \$250.00 to the tenant

Decision

18. The tenant's claim for return of the security deposit succeeds in the amount of \$250.00.

Issue 2: Inconvenience \$104.00

Tenant's Position

19. The tenant disputes that the notice given to him by the landlord is valid. He questions why he was evicted. He incurred expenses due to the move. He is seeking reimbursement for the cost of the cab ride to his new residence (TT#03) for \$37.00 as a moving expense. He is also seeking, the cost of his new bed, he said that he had to take on the expense of a monthly payment for his bed, his first payment was \$63.00 (no receipt provided).

Analysis

20. It is impossible to accurately assess the validity of the termination notice given by the landlords to the tenant, as the notice was not submitted into evidence. Based on the testimony of both parties, it is apparent that the notice is a Section 18 termination notice, as follows:

21. According to Section 18 of the *Residential Tenancies Act, 2018*:

Notice of termination of rental agreement

18. (2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

.....

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

22. Based on the description of the notice provided by both parties it would appear that the notice is valid. I understand that the tenant incurred costs due to his move, however, it is not the responsibility of the landlord to provide moving expenses to the tenant nor is it their responsibility to furnish his new residence. Any landlord can require any tenant to move provided they give notice within the parameters of the Act.

23. The costs sought by the tenant are his responsibility and not the responsibility of the landlord.

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24. The tenant's claim for compensation fails.

Issue 3: Hearing expenses reimbursed \$66.00

25. The tenant submitted the receipts for \$20.00 for the cost of this hearing (TT#04) as well as the \$20.00 fee for the cost of a previous hearing (TT#04). He also provided the cost of prepaid registered mail for this hearing \$13.44 (TT#01) as well as the cost for prepaid registered mail for a previous hearing \$12.71 (TT#01). The tenant may not apply for

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hearing costs for a previous file, his compensation for those costs fail. Additionally, the cost of the application \$20.00 and prepaid registered mail \$13.44 for this hearing do not succeed; pursuant to policy 12.01 as the award does not exceed the amount of the security deposit, hearing expenses related to the filing fee will not be awarded.

Summary of Decision

26. The landlord shall reimburse the tenant his security deposit totaling \$250.00

July 13, 2023

Date



Residential Tenancies Office