

## **Residential Tenancies Tribunal**

Application 2023 No. 513NL

Decision 23-0513-00

John R. Cook  
Adjudicator

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### **Introduction**

1. The hearing was called at 1:51 PM on 13 July 2023 via teleconference.
2. The applicant, [REDACTED] hereinafter referred to as "the tenant," participated in the hearing. The respondent [REDACTED] was represented at the hearing by his property manager [REDACTED] hereinafter referred to as "the landlord".

### **Issues before the Tribunal**

3. The tenant is seeking an order for refund of the security deposit in the amount of \$900.00.

### **Legislation and Policy**

4. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
5. Also relevant and considered in this case are section 14 of the *Residential Tenancies Act, 2018*.

### **Issue 1: Refund of Security Deposit - \$900.00**

#### **Relevant Submissions**

6. The tenant stated that he had entered into a rental agreement with the landlord on 15 February 2023, and a copy of that agreement was submitted with his application. The agreed rent was set at \$1800.00 per month, and it is

acknowledged in the agreement that the tenant had paid a security deposit of \$900.00.

7. The tenant vacated the unit on 28 April 2023.
8. The tenant stated that the landlord had not returned the security deposit to him after he vacated and he testified that he had not entered into any written agreement with her on its disposition. He is seeking an order for a return of the full amount of the security deposit.

### The Landlord's Position

9. The landlord stated that she had hired a cleaner to go to the property on 01 May 2023, and that was the date that she carried out her inspection. She stated that she was unable to calculate the costs of the damages, but she claimed that they well exceeded the \$900.00 security deposit she is holding.
10. The landlord acknowledged that she had not entered into any written agreement with the tenant on the disposition of the 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. It is not disputed that the tenant had paid a \$900.00 security deposit, nor is it disputed that the landlord and tenant had not entered into any written agreement on its disposition.
13. As the landlord had not made an application to the Director of Residential Tenancies to determine the disposition of the security deposit, I find that, as per subsection 14.(12) of the Act, the landlord is required to refund the full amount of the security deposit to the tenant.

### **Decision**

14. The tenant's claim for refund of the security deposit succeeds in the amount of \$900.00.

24 July 2022

Date

John R. Cook  
Residential Tenancies Tribunal