

Residential Tenancies Tribunal

Application 2024-0042-NL

Decision 24-0042-00

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 8-February-2024 at 2:01 pm.
2. The applicant, [REDACTED] hereinafter referred to as the tenant, 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 they have been properly served. The tenant submitted an affidavit (LL#1) with their application stating that they had served the landlord with notice of the hearing, electronically, on 25-January-2024. The appropriate supporting documents (T#2 and T#3) were also provided. 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.

Issues before the Tribunal

5. What is the proper disposition of the security deposit?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the Act).

Issue 1: Security Deposit

7. The tenant testified that she was a tenant of the landlord from approximately April 2023 to December 2023. She said that she and a roommate were asked for one \$600 payment as a security deposit. A rental agreement (T#3) was provided as evidence. As the landlord wanted the payment as one single deposit, she paid \$300 via e-transfer to her roommate, who then made the \$600 e-transfer to the landlord. A receipt was provided for the e-transfer to the roommate (T#4).
8. The landlord has not filed a claim for the security deposit. In the absence of such a claim, the security deposit must be returned to the tenant.
9. The amount of interest to be applied on a security deposit, as per the *Security Deposit Interest Regulations*, NLR 71/00, was 0% for the year of 2023 and is 1% for the year of 2024. The interest rate is per annum simple interest. In this case, the security deposit was held by the landlord for 39 days of the year 2024, up to and including the day of the hearing. The amount of interest owed is therefore equal to $0.01 \times 300 \times (1/365) \times 39 = \0.32 .

Decision

10. The landlord shall pay to the tenant \$300.32.

16-February-2024

Date


Seren Cahill
Residential Tenancies Office