

## Residential Tenancies Tribunal

Application 2024-0202-NL

Decision 24-0202-00

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:57 p.m. on 10-April-2024.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the tenant” attended by teleconference.

### Preliminary Matters

4. The applicant submitted an affidavit with her application stating that she had served the tenant with the notice of hearing electronically by email to [REDACTED] on 25-March-2024 (LL#1). The respondent confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a verbal month-to-month rental agreement which commenced on 1-April-2023. The tenant vacated on 1-March-2024. Rent was \$1000.00 per month, due on the first of each month. A security deposit of \$750.00 was paid on 23-March-2023 and is in the landlord's possession.

### Issues before the Tribunal

6. The landlord is seeking:
  - Compensation for Inconveniences \$693.35.
  - Security deposit applied against monies owed \$750.00
  - Hearing expenses \$26.04

### 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 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 fees.

#### **Issue # 1: Compensation for Inconveniences \$693.35**

##### Relevant Submissions:

9. The landlord testified that she incurred legal fees with regards to disputes between her and the tenant. The landlord submitted an inconvenience ledger to support her claim (LL#2). See a copy of ledger below:

RT Worksheet: Compensation for Costs of Inconvenience		
File Number:		
Applicant:		
Respondent:		
Item #	Description of Inconveniences	Compensation Claimed
1.	Legal fees incurred due to requiring mediation of c	\$693.35
2.	Application cost to file with Service NL	\$26.04

##### Landlord's Position:

10. The landlord testified that there were disputes between her and the tenant that she felt could only be rectified with the presence of a mediator. The landlord stated that she hired a lawyer to assist her to communicate with the tenant and try to solve their disputes.

##### Tenant's Position

11. The tenant did not make any comment with regards to the claim.

#### **Analysis**

12. *Residential Tenancies Policy 12-1*; Recovery of Fees: Filing, Costs, Hearing Expense, Interest, Late Payment and NSF states that legal fees are not fees that are recoverable under the *Act*. *Residential Tenancies* provides remedies for disputes between landlords and tenants either through mediation or adjudication and for those reason, I find that the legal fees incurred by the landlord for mediation are not allowable expenses.

#### **Decision**

13. The landlord's claim for inconveniences in the amount of \$693.35 does not succeed.

#### **Issue # 2: Hearing expenses \$26.04**

14. The landlord paid an application fee of \$20.00 to *Residential Tenancies* and provided a copy of the receipt (LL#3). The landlord is also seeking reimbursement for the cost of a *Residential Tenancies Act* booklet in the amount of \$6.04.

15. As the landlord's claim has not been successful, the tenant is not responsible for the hearing expenses.

### **Decision**

16. The landlord's claim for hearing expenses does not succeed.

### **Issue # 3: Security deposit applied against monies owed \$750.00**

### **Analysis**

17. Section 14 of the *Residential Tenancies Act, 2018* states:

#### **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).
18. The landlord's claim for losses has not been successful as per paragraphs 13 and 16, and as such the security deposit shall not be applied against monies owed.

### **Decision**

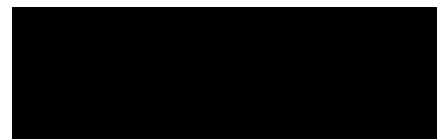
19. The landlord's claim for the security deposit to be applied against monies owed does not succeed.

### **Summary of Decision**

20. The landlord's claim for compensation for inconveniences and hearing expenses fails.

April 24, 2024

Date



Pamela Pennell  
Residential Tenancies Office