

Residential Tenancies Tribunal

[REDACTED] Decision 19-0568-05

Denise O'Brien
Adjudicator

Introduction

1. The hearing was called at 1:50 p.m. on October 7, 2019 at Residential Tenancies, Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL.
2. The applicant, [REDACTED], hereafter referred to as the tenant, participated in the hearing by a conference call.
3. The respondent, [REDACTED], hereafter referred to as the landlord, participated in the hearing.

Preliminary Matter

4. The tenant amended the claim for return of the security deposit from \$495.00 to \$200.00.

Issues before the Tribunal

5. The tenant is seeking the following:
 - a. Return of the balance of the security deposit in the amount of \$200.00.

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in the Residential Tenancies Act, 2018 (the Act), Section 47.
7. Also relevant and considered in this case is Section 14 of the Act.

Issue 1: Return of the balance of the security deposit - \$200.00

Tenant Position

8. The tenant testified that he moved into the unit on February 4, 2018 for a one year term with rent set at \$660.00 per month due on the 1st of each month. When the term expired the tenancy converted to a month to month tenancy. On June 1, 2019 he notified the landlord that he was moving out on June 30, 2019. He moved out on June 30, 2019. In July the landlord returned a portion of the security deposit in the amount of \$295.00. He is seeking the balance of the security deposit.
9. The tenant testified that when he sends an e-mail the message is from [REDACTED].

Landlord Position

10. The landlord acknowledges a \$495.00 security deposit was paid and he returned \$295.00 to the tenant. He testified that in his view he was not adequately served with the claim. When he checked his e-mail on his cellular phone he received an e-mail on July 24, 2019 from “[REDACTED]”. He did not open the e-mail because he didn't recognize the name. He did not check his e-mails from his computer. A month or so later the tenant texted a message to him concerning the hearing.

Analysis

11. I have reviewed the testimony and evidence of the tenant and the landlord. I have determined that there are two issues that need to be addressed; is the tenant entitled to return of the balance of his security deposit; and (ii) was the application for dispute resolution properly served on the landlord. A security deposit in the amount of \$475.00 was paid and the landlord returned \$295.00 leaving a balance of \$200.00. Based on the e-mails received by our office from the tenant, I find that the landlord was served with the application on July 24, 2019. When the e-mails were received, the e-mails were from [REDACTED] [REDACTED]. Further, the landlord has not filed an application to keep the security deposit as per section 14.(11). Under section 14.(12)

A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

Decision

12. The landlord shall return the balance of the security deposit in the amount of \$200.00 to the tenant.

Summary of Decision

13. The tenant is entitled to the following:

- a) Return of the balance of the security deposit\$200.00

January 2, 2020

Date

Residential Tenancies Section