

Residential Tenancies Tribunal

Application 2025-0571-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-September-2025 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by [REDACTED] of [REDACTED], who attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as the tenants, did not attend.

Preliminary Matters

4. The tenants were 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 landlord submitted an affidavit (LL#6) with their application stating that they had served the tenants with notice of the hearing electronically on 27-August-2025 at 11:42 pm. Proof of service was also provided. As the tenants were properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

Issues before the Tribunal

5. Should the landlord's claim for unpaid rent succeed?
6. What is the proper disposition of the security deposit?

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* (the *Act*)

Issue 1: Unpaid Rent

- 8. The landlord claims \$7135.00 in unpaid rent. A rental ledger was provided in support of this (LL#5). This includes rent up to June 2025. According to the landlord's testimony, the tenant vacated the property on 21-July-2025.
- 9. I accept the landlord's uncontradicted testimony. The landlord's claim for unpaid rent succeeds in the amount of \$7135.00.

Issue 2: Security Deposit

- 10. As the landlord is owed moneys, they may apply the security deposit against the sum owed. In the present case the security deposit was \$2542.50 and was received on 8-January-2025.
- 11. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a simple cumulative interest rate of 1% annual for the year 2025. Calculated to the date of the hearing, the interest totals \$17.14.

Decision

- 12. The landlord's claim for unpaid rent succeeds in the amount of \$7135.00.
- 13. The landlord may apply the security deposit and interest, valued at \$2559.64, against the sum owed.
- 14. The landlord was successful in their application and may therefore seek to be reimbursed for their reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.

Summary of Decision

- 15. The tenants shall pay to the landlord \$4595.36 as follows:

Unpaid Rent.....	\$7135.00
Hearing Expenses.....	\$20.00
Less Security Deposit.....	-(2559.64)
 Total.....	 \$4595.36

12-September-2025
Date


 Seren Cahill
 Residential Tenancies Office