

Residential Tenancies Tribunal

Application 2025-0683-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 10-September-2025 at 2:00 pm.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Preliminary Matters

4. The tenant 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 landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 22-August-2025 at 11:55 am. Proof of service was also provided (LL#2-LL#3). As the tenant was 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?

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: Unpaid Rent

- 7. The landlord claims \$5720.00 in unpaid rent. A rent ledger was provided in support of this (LL#4).
- 8. I accept the landlord's uncontradicted testimony. The landlord's claim for unpaid rent succeeds in the amount of \$5720.00.

Decision

- 9. The landlord's claim for unpaid rent succeeds in the amount of \$5720.00.
- 10. As the tenancy has ended, the security deposit must be disposed of. In this case, the security deposit was \$600.00 received on 12-October-2024. 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. Calculated to the date of the hearing, the interest totals \$5.51.
- 11. The landlord may apply the security deposit and interest, valued at \$605.51, against the sum owed.

Summary of Decision

- 12. The tenant shall pay to the landlord \$5114.49 as follows:

Unpaid Rent.....	\$5720.00
Less Security Deposit.....	-\$605.51
 Total.....	 \$5114.49

16-September-2025
Date


Seren Cahill
Residential Tenancies Office