

Residential Tenancies Tribunal

Application 2025-0688-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:17 a.m. on 10-September-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the landlord”, attended by 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.
5. The landlord submitted an affidavit with their application stating that they had served the tenant with the notice of hearing electronically via email to [REDACTED] on 28-August-2025 (LL#1). The landlord submitted proof of sent email and testified that this email address was previously used for the communication with the tenant (LL#2,3). In accordance with the Residential Tenancies Act, 2018 this is good service. 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.
6. There was a verbal month-to-month rental agreement which commenced in August-2020. The tenant vacated the unit on 4-September-2025. Rent was \$650.00 per month, due on 1st of each month. A security deposit of \$200.00 was collected in July-2020 and is still in the landlord’s possession.
7. The landlord amended their application to remove request for vacant possession of the unit, as the tenant already vacated.

Issues before the Tribunal

8. The landlord is seeking:

- Rent paid \$1300.00;
- Security Deposit of \$200.00 to be applied against any monies owed.

Legislation and Policy

9. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
10. Also, relevant and considered in this decision are the following section the *Residential Tenancies Act, 2018*: Section 14: Security Deposit.

Issue # 1: Rent paid \$1300.00;

Landlord's Position:

11. The landlord is seeking rent in the amount of \$1300.00 for the months of July and August, which they stated was not paid. The landlord submitted a copy of the rental ledger to support their claim (LL#4). The landlord testified that when the tenant did not pay rent for the month of July, they issued a termination notice on 25-July-2025 under the Section 19 of the *Act* to vacate the unit on 5-August. The landlord stated that they did not receive any payments from the tenant after the termination notice was issued. The landlord is seeking rent to be paid in full.

Analysis

12. Non-payment of rent is a violation of the rental agreement. Rent is required to be paid under a rental agreement by a tenant during the use or occupancy of a residential premises.
13. I accept the landlord's testimony as the tenant was not present or represented during the hearing to provide their account. I accept that the landlord did not receive rent payment for the month of July and then intended to terminate the tenancy under Section 19 of the *Act* due to the nonpayment of rent. I also accept the landlord's testimony that they did not receive any rent payments after the termination notice was issued and that and that the tenant vacated the unit on 4-September.
14. Accordingly, I find the tenant responsible for rent for the full months of July and August as well as for the four days in September during which they resided in the rental unit. However, as this Tribunal is application-driven, I cannot award more than what the landlord sought. Therefore, the landlord's claim succeeds in the amount of \$1300.00.

Decision

15. The landlord's claim for rent succeeds in the amount of \$1300.00.

Issue # 2: Security deposit to be applied against any monies owed \$200.00

Analysis

16. 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).

17. The landlord's claim has been successful as per paragraph 15 and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The interest in 2020-2023 was 0%, and the annual interest in 2024-2025 is 1%.

Decision

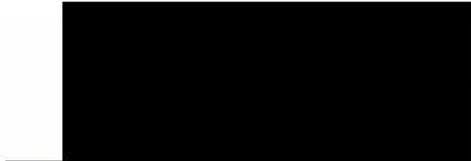
18. Security deposit plus interest of \$203.39 shall be applied against monies owed.

Summary of Decision

19. The tenant shall pay the landlord \$1096.61 as follows:

Rent.....	\$1300.00
Less Security Deposit plus interest	\$203.39
Total	\$1096.61

September 11, 2025
Date


Oksana Tkachuk, Adjudicator
Residential Tenancies Office