

Residential Tenancies Tribunal

Application 2025-0765-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. 10-November-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondents, [REDACTED], hereinafter referred to as “the landlord”, attended via teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with their application stating that they had served the landlord with the notice of hearing electronically via e-mail to [REDACTED] on 2-October-2025 (TT#1). The tenant submitted proof of service. The landlord stated that she had blocked the tenant and was not aware that service had been attempted via that email address. However, in accordance with the *Residential Tenancies Act*, I find that service was proper. The tenant used the email address that the landlord had provided in the rental agreement, which constitutes a valid method of service. Therefore, I accept the service as good and proceed accordingly.
5. There was a written month-to-month rental agreement which commenced on 1-July-2025. The tenant vacated the unit on 11-July-2025. Rent was \$600.00 per month due on 1st of each month. The security deposit of \$450.00 was paid on 8-July-2025 and is still in the landlords' possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Refund of Security deposit plus interest \$450.00;

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.

Issue # 1: Refund of Security deposit \$300.00

Tenant's position

9. The tenant stated that they agreed that they will reside in the unit for one month and upon vacating the rental unit, the landlord did not refund the security deposit. The tenant is therefore seeking refund of the of the security deposit plus interest.

Landlord's position

10. The landlord stated that she did not refund the security deposit because, in her view, the tenant did not properly inform her of their intention to vacate the unit. As a result, the landlord applied the security deposit toward rent she claims was owed. The landlord also stated that she intended to file a counterclaim seeking reimbursement for additional expenses. However, due to difficulties with the application process—specifically, issues with attaching the necessary details—her counterclaim was not properly submitted within required timeframe.

Analysis

11. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

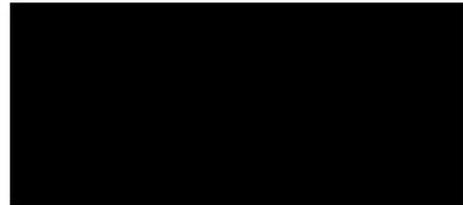
14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the 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).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.
12. I accept the testimony of both parties that the security deposit was not refunded to the tenant within the required time frame. I also accept the landlord's statement that she intended to file a counterclaim for additional expenses. However, as the counterclaim was not properly submitted within the timeframe required under the *Residential Tenancies Act*, it is not part of this proceeding and will be heard separately, if pursued.

13. As the landlord did not return the security deposit within 10 days of the end of the tenancy and failed to serve the tenant with an application to retain the deposit within that period, I find that the landlord has not complied with the requirements of the *Act*. Accordingly, the landlord shall refund the security deposit of \$450.00, plus interest to the tenant.
14. Pursuant to the *Residential Tenancies Act, 2018* the landlords must pay interest on a security deposit to the tenant for the entire period that the landlords have had the security deposit. The annual interest is 1% for 2025.

Decision

15. The landlord shall refund the Security Deposit plus interest of \$451.55 to the tenant.

November 14, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office