

## Residential Tenancies Tribunal

Application 2025-0862-NL

Oksana Tkachuk  
Adjudicator

---

### Introduction

1. Hearing was called at 9:16 a.m. on 18-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, and [REDACTED] as an interpreter attended via teleconference.
3. The respondents, [REDACTED] and [REDACTED], hereinafter referred to as “the landlords”, did not attend.

### Preliminary Matters

4. The landlords 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.
5. The tenant submitted an affidavit with their application stating that they had served the landlords with the notice of hearing electronically via e-mail to [REDACTED] on 9-October-2025 (TT#1). The tenant submitted proof of service and confirmed the one email address was provided by the landlords for communication in the rental agreement. The tenant explained that he attempted to contact the landlords through other means and stated that he tried to reach them by the phone numbers provided in rental agreement; however, they were not in service. He further stated that he attempted to serve the documents at the residential premises listed in the rental agreement. When he attended the address, a person at the property informed him that the landlords did not reside there. I accept the tenant’s testimony that the tenant made reasonable efforts to serve the landlords and as the email address used for service was the one provided in the rental agreement, I determine that service by email was valid and constitutes good service in this matter. In accordance with the *Residential Tenancies Act*, 2018 this is good service. As the landlords were properly served, and as any further delay in these proceedings would unfairly disadvantage the tenant, I proceeded with the hearing in their absence.

6. There was a written month-to-month rental agreement which commenced on 22-August-2025. The tenant vacated the unit on 21-September-2025. Rent was \$600.00 per month due on 22 of each month. The security deposit of \$300.00 was paid On 18-August-2025 and is still in the landlords' possession.

### **Issues before the Tribunal**

7. The tenant is seeking:
  - Refund of Security deposit plus interest \$300.00;

### **Legislation and Policy**

8. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. 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

10. The tenant stated that upon vacating the rental unit, the landlords did not refund the security deposit. The tenant is therefore seeking refund of the of the security deposit plus interest.

### **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. In accordance with section 14 of the *Act* as stated above, the landlords did not return the security deposit within the 10-day time frame, the landlords have failed to serve the tenant

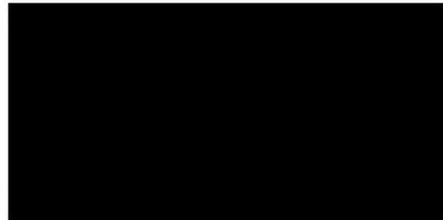
with application to the Director to retain the security deposit. I accept the tenant's testimony that the landlords did not refund security deposit, as the landlords were not present or represented during the hearing to provide their account. Therefore, I find that the landlords shall refund the security deposit of \$300.00 plus interest to the tenant.

13. 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**

14. The landlord shall refund the Security Deposit plus interest of \$300.53 to the tenant.

October 28, 2025  
Date



Oksana Tkachuk, Adjudicator  
Residential Tenancies Office