

## Residential Tenancies Tribunal

Application 2025-0999-NL

Pamela Pennell  
Adjudicator

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### Introduction

1. Hearing was called at 1:04 p.m. on 22-January-2026.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant” did not attend. [REDACTED], legal counsel for the tenant attended by teleconference.
3. The respondent, [REDACTED], represented by [REDACTED], hereinafter referred to as “the landlord” attended by teleconference.

### Preliminary Matters

4. The tenant submitted an affidavit with his application stating that he had the landlord served with the notice of hearing electronically by email on 18-November-2025 (TT#1). The landlord’s representative confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a written month-to-month rental agreement which commenced on 1-August-2022. The tenant vacated the unit on 1-October-2024. Rent was \$2500.00 per month, due on the 1<sup>st</sup> day of each month. A security deposit of \$372.00 was paid on 1-August-2022 and is in the landlord’s possession.
6. The application was amended to decrease security deposit refunded from \$1250.00 to \$372.00.

### Issues before the Tribunal

7. The tenant is seeking:
  - Security deposit refunded \$372.00
  - Compensation paid for Inconvenience \$67,500.00
  - Repairs made \$89.00

### 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*. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions and Section 14: Security deposit.

### **Issue # 1: Security Deposit Refunded \$372.00**

#### Tenant's and Landlord's Positions

9. The tenant's representative testified that the landlord did not refund the security deposit to her client, and she stated that he is seeking to have the security deposit refunded in the amount of \$372.00. The landlord's representative did not dispute that he retained the security deposit.

#### **Analysis**

10. 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.
11. I asked the landlord if he made an application to *Residential Tenancies* to retain the security deposit and he responded that he did not. In accordance with Section 14 of the *Act* as stated above, I find that the landlord failed to make a claim to retain the security deposit, and he also failed to make a counter claim once he was served by the tenant. I find that the landlord shall refund the security deposit to the tenant.
  12. 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 annual interest rate for 2022-2023 was 0% and was 1% for 2024.

#### **Decision**

13. The tenant's claim to have the security deposit refunded including interest succeeds in the

amount of \$379.44.

## Issue # 2: Compensation paid for Inconvenience \$67,500.00

### Relevant Submission

14. The tenant's representative testified that her client was inconvenienced due to the living conditions while residing at the unit and again when he was illegally locked out of the unit causing homelessness. The tenant is seeking to have all rent monies that have been paid to the landlord on his behalf during the tenancy reimbursed to him for his inconveniences and he submitted a copy of an inconvenience ledger to support the claim (TT#2). See copy of inconvenience ledger below:

1	See Detailed list of damages	
2	Compensation for problems with Unit - uninhabitable.	
3	Landlord acted to illegally evict client.	
4	Landlord acted to have his social assistance terminated	
5	Landlord acted in high-handed and oppressive manner	
6	Landlord's actions caused client to become homeless	
7		
8	Damages are equivalent to total rent paid.	\$ 67,500.00

### Tenant's and Landlord's Positions

15. The tenant's representative testified that her client was living in a unit which he considered to be uninhabitable for many reasons and he submitted a list of those reasons to support his claim (TT#3). The tenant's representative could not speak to any of the issues at the unit and was unable to answer any questions as to when the damages occurred. With regards to the lock out incident, the tenant's representative stated that her client was homeless for approximately 2 weeks and experienced pain and suffering due to the ordeal.
16. The landlord's representative did not dispute that the unit became uninhabitable during the tenancy, however he disputed that he had anything to do with the tenant's living conditions after he took possession. The landlord submitted photographs of the condition of the unit at the commencement of the tenancy to show that the unit was in a good state of cleanliness and repair (LL#1). The landlord's representative also testified that the tenant attracted persons to the unit who contributed to the damage that was caused during the tenancy. With regards to the lock out, the landlord did not dispute that he locked the tenant out of the unit.

### **Analysis**

17. Section 47 of the *Residential Tenancies Act, 2018* states:

#### **Order of director**

*47(1). After hearing an application the director may make an order*

*(h) directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent.*

18. Section 10 of the *Residential Tenancies Act, 2018* states: Statutory Conditions.

**Statutory conditions**

*10.(1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:*

1. Obligation of the landlord –
  - a) *The landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.*
2. Obligation of the Tenant – *The tenant shall keep the residential premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.*

19. In order for this tribunal to award any financial loss to an applicant, it would have to be determined that the respondent contravened the *Residential Tenancies Act, 2018* in some way causing the loss and the applicant would have to show how he calculated that financial loss with supporting receipts / invoices. I accept the tenant's representative's testimony that her client was locked out of the unit by the landlord and as a result experienced homelessness for a period of time. However, the tenant's representative was unable to show that the tenant incurred any financial hardship due to the lock out. In accordance with Section 47 of the *Act*, this tribunal can only make an award for compensatory damages and that any decision in relation to pain and suffering would exceed the competence and jurisdiction of this tribunal. The tenant is seeking to have all the rent monies paid on his behalf reimbursed to him due in part to the lock out incident which caused him pain and suffering. As this tribunal does not have the authority to award compensation for pain and suffering, I find that the landlord is not responsible to refund any rent monies paid during the tenancy to the tenant in relation to the lockout.

20. With regards to the condition of the unit and based on the landlord's representative's testimony and the exhibits entered into evidence, I find that the unit was in good condition when the tenant took possession and that the damages occurred during the tenancy. In accordance with Section 10 of the *Act* as stated above, the landlord has an obligation to comply with a law respecting health, safety or housing, and I find that the landlord made every effort to deal with the on-going problems at the premises and the tenant also had an obligation to keep the residential premises clean and repair any damage caused, which I find he failed to do. The tenant is seeking to have all the rent monies paid on his behalf reimbursed to him due in part to the living conditions that I find he and others whom he allowed in the unit created. I find that the tenant occupied the unit for 27 months in exchange for rent paid and if he was unhappy with the conditions of the unit, he could have given a termination notice with cause and vacated the unit. I find that the landlord is not responsible to refund any rent monies paid for the period that the tenant occupied the unit.

**Decision**

21. The tenant's claim for compensation paid for inconvenience does not succeed.

**Issue # 3: Repairs made \$89.00**

22. The tenant's representative testified that her client replaced the lock on the exterior door to the unit once he gained access to the premises after been locked out and she stated that her client is seeking to be reimbursed for the cost incurred to purchase the lock in the amount of \$89.00.
23. The landlord's representative disputed that the tenant installed a new lock on the door to the unit and he testified that all locks on that unit belonged to the landlord.

### **Analysis**

24. I accept the testimony of the landlord's representative that the tenant never installed a lock on the door to the unit and as the tenant's representative was unable to show that her client had incurred any cost to do so, I find that the landlord is not responsible to reimburse the tenant for the cost of a lock.

### **Decision**

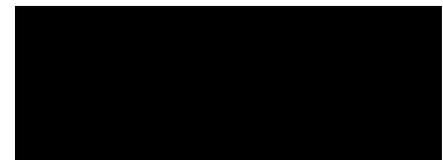
25. The tenant's claim for repairs made does not succeed.

### **Summary of Decision**

26. The landlord shall refund the security deposit plus interest to the tenant in the amount of \$379.44.
27. The tenant's claim for compensation paid for inconvenience does not succeed.
28. The tenant's claim for repairs made does not succeed.

January 23, 2026

Date



Pamela Pennell, Adjudicator  
Residential Tenancies Office