

Residential Tenancies Tribunal

Application 2025-0592-NL

Oksana Tkachuk
Adjudicator

Introduction

1. Hearing was called at 9:15 a.m. on 18-August-2025.
2. The applicant, [REDACTED], hereinafter referred to as “the tenant”, attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as “the landlord”, did not attend.

Preliminary Matters

4. The landlord 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 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 1-August-2025 (TT#1). The tenant submitted proof of service and confirmed that they used this email address for communication since the beginning of the tenancy. In accordance with the Residential Tenancies Act, 2018 this is good service. As the landlord was 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 fixed-term rental agreement which commenced on 1-June-2024 for one year, however the tenant resided in the unit since 2022. The tenant vacated the unit on 30-May-2025. Rent was \$1350.00 per month due on 1st of each month. The security deposit of \$625.00 was paid in 2022 and part of security deposit in the amount of \$411.13 is still in the landlord’s possession.
7. The tenant amended their application to decrease security deposit from \$625.00 as per their application to \$411.13 and to include hearing expenses of \$25.00.

Issues before the Tribunal

8. The tenant is seeking:

- Refund of Security deposit plus interest \$411.13;
- Hearing expenses \$25.00.

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 is the following section of the *Residential Tenancies Act, 2018*: Section 14: Security deposit and following section of the *Residential Tenancies Policy*: Section 12-1: Costs.

Issue # 1: Refund of Security deposit \$411.13

Tenant's position

11. The tenant stated that they resided in the unit since 2022 with their brother and sister-in-law, who paid the security deposit of \$625.00 at that time. The tenant explained that when they signed a fixed-term rental agreement with the landlord in June-2024, they transferred their brother and sister-in-law the full amount of security deposit. The tenant vacated the unit on 30-May-2025 and after several attempts to communicate with the landlord regarding the refund of the security deposit, they did not receive a response. On 8-July, the landlord refunded a portion of the security deposit in the amount of \$213.83 to the tenant, explaining that \$411.13 were charged for the cleaning. The tenant submitted an invoice to support their claim (TT#2). The tenant disputes the responsibility for the cleaning services, which were performed 25 days after they vacated the unit, stating that they properly cleaned the unit prior vacating. The tenant is seeking refund of the remaining portion of the security deposit plus interest.

Analysis

12. 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.
13. In accordance with section 14 of the *Act* as stated above, the landlord did not return the security deposit within the 10-day time frame, the landlord has failed to serve the tenant with application to the Director to retain the security deposit. I accept the tenant's testimony that the landlord refunded portion of \$213.87 on 8-July, as the landlord was not present or represented during the hearing to provide their account. Therefore, I find that the landlord shall refund the remaining portion of the security deposit of \$411.13 plus interest to the tenant.
14. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to the tenant for the entire period that the landlord has had the security deposit. The annual interest was 0% for 2022-2023 and currently is 1% for 2024-2025.
15. The calculation of the interest runs as follows:

Interest of \$625.00 (2022 – 8-July-2025)	\$3.25
Interest of \$411.13 (2022 -18-August-2025)	\$6.71

Decision

16. The landlord shall refund total of \$421.09 to the tenant.

Issue # 2: Hearing expenses \$25.00.

Relevant Submission

17. The tenant paid \$25.00 for the services of Commissioner of Oaths and is seeking reimbursement. The tenant submitted a copy of the receipt to support the claim (TT#3).

Analysis

18. I accept that the tenant paid \$25.00 for the services of the Commissioner of Oaths. In accordance with Section 12-1 of the *Residential Tenancies Policy Manuel*: Costs, the general claimable costs may include the costs incurred in the preparation of a hearing, and as the tenant's claim was successful as per paragraph 16, the tenant will be awarded with \$25.00.

Decision

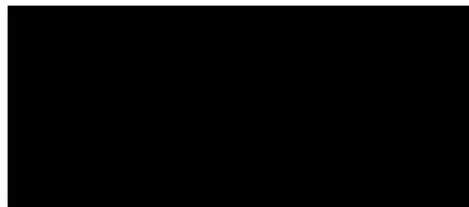
19. The tenant's claim for other expenses succeeds in the amount of \$25.00.

Summary of Decision

20. The landlord shall pay the tenant \$446.09 as follows:

Refund of the Security Deposit plus interest	\$421.09
Hearing expenses	\$25.00
Total	\$446.09

September 2, 2025
Date



Oksana Tkachuk, Adjudicator
Residential Tenancies Office