

Residential Tenancies Tribunal

Application 2026-0384-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 8-June-2026 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the tenant, attended by teleconference.
3. The respondent, [REDACTED] hereinafter referred to as the landlord, did not attend.

Preliminary Issues

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. The tenant submitted an affidavit (T#1) with their application stating that they had served the landlord with notice of the hearing electronically on 27-April-2026 at 11:40 am. 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.
5. This was a verbal month-to-month lease agreement, with rent set at \$600.00/month due on the 1st of each month. There was a security deposit of \$275.00 which was paid on 23-August-2022.

Issues before the Tribunal

6. Should the tenant's claim for the return of a security deposit succeed?
7. Should the tenant's claim for a refund of rent succeed?

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 (the *Act*).

Issue 1: Security Deposit

9. S. 14(11) of the *Act* states that where a tenant makes an application for the return of a security deposit, 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 against the deposit. In this case, the landlord was served an application for the return of a security deposit on 27-April-2026 and has not made an application to the director. S. 14(12) of the *Act* states that a landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.
10. The security deposit must be returned to the tenant. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations prescribe a simple interest rate of 1% for the years 2024 and 2025, and an interest rate of 0% for all other relevant years. The interest therefore totals \$5.50.

Decision

11. The security deposit and interest, valued at \$280.50, must be returned to the tenant.

Issue 2: Refund of Rent

12. The tenant claims \$240.00 in a refund of rent. He testified that he paid the landlord \$240.00 towards rent for the first half of the month of March 2026, but that he was removed from the premises on 2-March-2026 and not permitted to return. He provided T#2 page 2, a screenshot of an e-transfer for \$240.00.
13. I accept the tenant's uncontradicted testimony. Absent a claim or evidence to the contrary, tenants are only responsible for paying rent for days they hold possession of the rental premises. The tenant's last day in the premises was 2-March-2026. A daily rate must be calculated. The correct formula for determining a daily rate is to multiply the monthly rent by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is $\$600/\text{month} \times (12 \text{ months}/365 \text{ days}) = \$19.73/\text{day}$. Rent owing for the two days of March totals \$39.45, so the tenant overpaid rent by \$200.55.

Decision

14. The tenant's claim for a refund of rent succeeds in the amount of \$200.55.

Summary of Decision

15. The landlord shall pay to the tenant \$481.05 as follows:

Security Deposit.....\$280.50
Rent Refund.....\$200.55

Total.....\$481.05

15-June-2026
Date



Seren Cahill
Residential Tenancies Office