

IN THE MATTER between **CHRISTIE BURR**, Applicant, and **BRAM SIKMA**,
Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

CHRISTIE BURR

Applicant/Tenant

- and -

BRAM SIKMA

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the security deposit and accrued interest to the applicant in the amount of four hundred seventy nine dollars and six cents (\$479.06).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January,
2002.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

CHRISTIE BURR

Applicant/Tenant

-and-

BRAM SIKMA

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 22, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Christie Burr, applicant
Darrell Dooley, witness for the applicant
Bram Sikma, respondent (by telephone)

Date of Decision: January 25, 2002

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on September 30, 2001. The landlord had held a security deposit since the commencement of the tenancy agreement on July 28, 2000. In a letter dated October 1, 2001 from the respondent to the applicant, the respondent indicates that he will be retaining the entire security deposit. The letter indicates that the carpet is damaged and must be replaced at a cost of \$500 and also notes a loss of \$350 due to the applicant's application for a fuel subsidy. It is not, in my opinion, an itemised statement of account for the security deposit as required under section 18 of the *Residential Tenancies Act*.

The applicant testified that she believed that the respondent deducted \$100 for the carpet damages and the remainder for the fuel subsidy claim. She based this on discussions she had with the respondent. She also testified that, in her opinion, deductions for the carpet damages should not exceed \$50.

The respondent testified that the entire security deposit had been retained solely for the replacement of the carpet. The parties agreed that the carpet was new at the commencement of the tenancy agreement. The condition of the carpet at the termination of the tenancy was supported only by the testimony of the parties which was conflicting. The respondent testified that he had not replaced the carpet since the termination of the tenancy. No evidence was provided by the respondent to support the replacement cost of \$500.

Section 18(2) states:

A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by the tenant to the rental premises and for any arrears of rent.

The only legitimate deduction in this matter would be related to costs of repair to the carpet. As no repairs have been made, no evidence related to costs presented and no itemised statement provided to the rental officer or tenant, I find insufficient evidence to support the respondent's retention of the deposit. Given the agreement of both parties as to the period during which the deposit was held, I find the accrued interest to be \$29.02.

An order shall be issued for the respondent to return the security deposit and accrued interest to the applicant in the amount of \$479.06.

Hal Logsdon

Rental Officer