

IN THE MATTER between **ANNIE GOOSE**, Applicant, and **809656 ALBERTA LTD.**,
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:

ANNIE GOOSE

Applicant/Tenant

- and -

809656 ALBERTA LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return to the applicant the security deposit in the amount of three hundred twenty five dollars and thirty nine cents (\$325.39).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of
December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **ANNIE GOOSE**, Applicant, and **809656 ALBERTA LTD.**,
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.

BETWEEN:

ANNIE GOOSE

Applicant/Tenant

-and-

809656 ALBERTA LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 9, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Annie Goose, applicant
Talib Rasheed, representing the respondent

Date of Decision: December 9, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had retained the security deposit after the tenancy agreement had been terminated when there were no rental arrears or damages to the rental premises. The applicant sought an order requiring the respondent to return the security deposit and accrued interest.

The applicant stated that the tenancy agreement commenced on August 16, 2003 and that a security deposit of \$325 was provided to the respondent. The applicant asked the respondent to make certain repairs to the premises and vacated the premises on August 31, 2003 when the repairs were not completed.

The respondent provided a statement of the security deposit which indicated a deduction of \$1295 for lack of notice, resulting in a balance owing to the respondent of \$970. The respondent stated that he had been unable to re-rent the premises until September 24, 2003 and took the lost rent off the deposit as he did not know the respondent's whereabouts.

Section 18(2) of the *Residential Tenancies Act* permits a landlord to retain all or part of a security deposit for arrears of rent or for repairs of damages to the premises caused by the tenant. It does not permit a landlord to deduct losses of future rent. Therefore, the respondent's deduction for lost rent in September is not permitted. There not being any rent arrears or repairs of damages, the security deposit must be returned in full. I find the accrued interest on the deposit to be \$0.39.

An order shall issue requiring the respondent to return the security deposit and accrued interest to the applicant in the amount of \$325.39.

Hal Logsdon
Rental Officer