

IN THE MATTER between **LORI JEWELL**, Applicant, and **YELLOWKNIFE HOUSING AUTHORITY**, 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:

LORI JEWELL

Applicant/Tenant

- and -

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act* the respondent shall return a portion of the retained security deposit to the applicant in the amount of six hundred forty six dollars and thirteen cents (\$646.13).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **LORI JEWELL**, Applicant, and **YELLOWKNIFE HOUSING AUTHORITY**, 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:

LORI JEWELL

Applicant/Tenant

-and-

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 9, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lori Jewell, applicant
Jim White, representing the respondent

Date of Decision: December 9, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had retained the entire security deposit for the repair of broken windows which were the result of vandalism. The applicant sought an order requiring the respondent to return a portion of the retained deposit.

The applicant testified that several young girls had broken windows in her rental premises. She stated that the girls were not in her apartment or in the building and therefore the damages could not be deemed to be damages done by the tenant. She stated that the applicant had retained the full amount of the security deposit and accrued interest in the amount of \$1296.65.

The respondent stated that the girls who broke the windows were associated with the applicant's children and claimed the damages were caused by the negligence of the tenant or her children.

There was no evidence to indicate that the persons who broke the windows were permitted in the building or the premises or the applicant's premises by the applicant. In fact the evidence suggests the persons were not in the premises or the building at all.

The applicant stated that she had failed to pay rent in the amount of \$346 and electrical costs of \$304.52. She stated that these should have been the sole deductions from the deposit.

Section 42 of the *Residential Tenancies Act* outlines the tenant's obligation to repair damage.

A tenant shall repair damage to the rental premises and the residential complex

caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

In my opinion, the window damages are not the responsibility of the tenant. They were damaged by acts of vandalism. I find no evidence that the conduct of the tenant or persons permitted on the premises by the tenant resulted in the broken windows.

The respondent is entitled to deduct rent arrears from the security deposit which would include electrical payments due to the landlord. The parties agree that the outstanding arrears and electrical payments owed to the landlord total \$650.52. Deducting this amount from the security deposit and accrued interest, I find the balance owing to the applicant to be \$646.13, calculated as follows:

Security deposit + interest	\$1296.65
Rent arrears	(346.00)
Electricity	<u>(304.52)</u>
Amount owing applicant	\$646.13

An order shall issue requiring the respondent to return a portion of the retained security deposit in the amount of \$646.13.

Hal Logsdon
Rental Officer