

IN THE MATTER between **SARAH JOHNSON AND BRIAN MARTIN**, Applicants,
and **JOHN DINN AND LEONA BOURKE**, Respondents;

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 near **YELLOWKNIFE, NT**.

BETWEEN:

SARAH JOHNSON AND BRIAN MARTIN

Applicants/Tenants

- and -

JOHN DINN AND LEONA BOURKE

Respondents/Landlords

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondents shall return the security deposit and accrued interest to the applicants in the amount of one thousand four dollars and seventy-one cents (\$1,004.71).

DATED at the City of Yellowknife in the Northwest Territories this 19th day of February 2004.

Hal Logsdon
Rental Officer

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

BETWEEN:

SARAH JOHNSON AND BRIAN MARTIN

Applicants/Tenants

-and-

JOHN DINN AND LEONA BOURKE

Respondents/Landlords

REASONS FOR DECISION

Date of the Hearing: February 11, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Brian Martin, applicant
John Dinn, respondent
Leslie Sax, representing the respondent

Date of Decision: February 11, 2004

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 31, 2003. The applicant testified that a security deposit of \$1,000 had been paid to the respondents when the tenancy agreement commenced on July 1, 2003. The applicant stated that following the termination of the tenancy agreement, no refund, statement or advice of the deposit had been received. The applicants sought the return of the security deposit.

The respondent stated that the premises had been seriously damaged and outlined several areas of damage.

Section 18 of the *Residential Tenancies Act* permits a landlord to retain all or part of a security deposit for repairs of damages to the premises, but obligates the landlord to submit an itemized statement or estimate within ten days of the termination of the tenancy. I find no evidence that this has been done by the respondent. In my opinion, the applicants are entitled to the refund of the security deposit as the respondent has failed to provide any statement to substantiate any deductions. In my opinion, it is not proper for me to hear the respondents' claim for compensation now without an application from them.

I find the deposit to be \$1,000 and the accrued interest to be \$4.71. An order shall issue requiring the respondents to return the security deposit to the applicants in the amount of \$1,004.71.

Hal Logsdon
Rental Officer