

IN THE MATTER between **RON WASILCIW**, Applicant, and **POLAR DEVELOPMENTS 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:

RON WASILCIW

Applicant/Tenant

- and -

POLAR DEVELOPMENTS LTD.

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 one thousand two hundred sixty six dollars and fifty two cents (\$1266.52).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of April, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **RON WASILCIW**, Applicant, and **POLAR DEVELOPMENTS 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:

RON WASILCIW

Applicant/Tenant

-and-

POLAR DEVELOPMENTS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ron Wasilciw (by teleconference)

Date of Decision: April 15, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered on March 31, 2004. The respondent failed to appear at the hearing and the hearing was held in their absence.

The applicant testified that a security deposit of \$1243 was provided to the respondent in May, 2003. The applicant provided a copy of the cheque payable to the respondent dated May 27, 2003. The applicant stated that he vacated the premises on November 26, 2003 but continued to pay rent to the landlord in December, 2003 and January, 2004. The applicant stated that he ceased to pay any rent after January, 2004. The applicant testified that the landlord did not return the security deposit or provide him with any statement indicating deductions from the deposit. He sought the return of the deposit and accrued interest.

The applicant testified that the premises were clean and that there was no damage to the premises which was a result of his negligence. The applicant stated that the rent was paid in full to January 31, 2004.

I find no evidence that the premises were damaged or unclean or that there were any rent arrears which would justify the retention of any portion of the security deposit. In my opinion, the tenancy agreement was terminated on January 31, 2003 as the tenant paid rent to that date and was entitled to possession of the premises.

I find the security deposit to be \$1243 and the accrued interest on the deposit (from May 27, 2003 to January 31, 2004) to be \$23.52. An order shall issue requiring the respondent to return the security deposit and interest to the applicant in the amount of \$1266.52.

The applicant noted at the hearing that the deposit was paid on his behalf by his employer and asked that the deposit be returned to his employer at the following address:

Fountain Tire Corporation
P.O. Box 4530
Edmonton, Alberta
T6E 5G4

Hal Logsdon
Rental Officer