

IN THE MATTER between **FRANK LANDRY AND MARJORIE SIBBALD**,
Applicants, and **TUNG TRAM**, 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:

FRANK LANDRY AND MARJORIE SIBBALD

Applicants/Tenants

- and -

TUNG TRAM

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 security deposit and the accrued interest to the applicants in the amount of eight hundred twenty nine dollars and ninety nine cents (\$829.99).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

FRANK LANDRY AND MARJORIE SIBBALD

Applicants/Tenants

-and-

TUNG TRAM

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: November 24, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Frank Landry, applicant
Marjorie Sibbald, applicant

Date of Decision: November 25, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail at the address indicated on his statement of security deposit but failed to appear at the hearing. The hearing was held in his absence.

A security deposit of \$1200 was provided to the respondent. The applicants vacated the premises on August 6, 2005 and the respondent retained a portion of the security deposit and issued a statement of the deductions. The respondent returned \$100 of the deposit to the applicants. The applicants disputed a number of the deductions and sought an order requiring the respondent to return an additional \$800 of the deposit.

The applicants testified that there were no damages to the walls in the premises and disputed the deductions of \$225 for wall repairs. The applicants testified that the alleged damage to a drawer was the result of moisture deteriorating the particle board and not due to any negligence on their part. The applicants testified that the premises were reasonably clean when they vacated and disputed the deductions for cleaning.

Although no tenancy agreement was produced in evidence, the applicants testified that the tenancy agreement was made in writing for a term commencing August 6, 2004 and ending on August 6, 2005. The applicants testified that they had paid twelve full months of rent during the term. The respondent deducted \$250 for rent from August 1-6, 2005 from the deposit.

The applicants acknowledged that the propane tank was not replenished at the termination of the agreement and did not object to the \$300 deducted for propane.

I find no evidence to support the respondent's deductions from the security deposit. There was no inspection report provided at either the commencement or the end of this agreement. The damage to the drawer appears minor and most likely a result of normal wear and tear. There is no evidence to suggest the house was not left in a reasonably clean condition or that there were any damages caused by the applicants. As the tenants paid twelve full months rent during the term of the tenancy and the tenancy was made for twelve months, I find no rent arrears owing. Although the fuel costs should not have been deducted from the deposit, the tenants acknowledge their liability in that regard.

Taking into consideration the interest on the deposit I find the amount owing to the applicants to be \$829.99, calculated as follows:

Security deposit	\$1200.00
Interest on deposit	29.99
Total	\$1229.99
less propane costs	(300.00)
less amount returned	<u>(100.00)</u>
Amount due applicants	\$829.99

An order shall issue requiring the respondent to return a portion of the security deposit and interest to the applicants in the amount of \$829.99.

Hal Logsdon
Rental Officer