

IN THE MATTER between **TANYA C. CHEYNE**, Applicant, and **CASANDRA HOLDINGS**, 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:

**TANYA C. CHEYNE**

Applicant/Tenant

- and -

**CASANDRA HOLDINGS**

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 nine hundred fifty three dollars and twenty four cents (\$953.24).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of November, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TANYA C. CHEYNE**, Applicant, and **CASANDRA HOLDINGS**, 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:

**TANYA C. CHEYNE**

Applicant/Tenant

-and-

**CASANDRA HOLDINGS**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 1, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Tanya C. Cheyne, applicant

**Date of Decision:** November 1, 2005

**REASONS FOR DECISION**

The respondent landlord was served with a Notice of Attendance sent by registered mail to the address shown on the tenancy agreement and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in their absence.

I note that the respondent's name is not spelled in the same manner as shown on the tenancy agreement. The style of cause of the order shall reflect the landlord's name as shown on the tenancy agreement.

The tenancy agreement between the parties was terminated on July 30, 2005. The applicant alleged that following the termination of the agreement, the landlord indicated that the entire security deposit of \$900 plus interest would be returned. The applicant testified that on September 20, 2005, she received a cheque from the landlord, and although it was only for \$841.26 she elected to deposit it to her account. No statement of the deposit was provided to the applicant by the landlord. The applicant testified that the cheque was not honoured due to insufficient funds and no additional payment has been received from the landlord.

The applicant sought an order requiring the respondent to return the security deposit of \$900 plus the applicable interest.

The applicant provided a copy of the tenancy agreement which set out a required security deposit

of \$900 and acknowledged receipt of that amount. The applicant also provided the advice statement from the bank indicating that the landlord's cheque had been returned due to insufficient funds.

I find no evidence that there were any rent arrears or repair costs due to the landlord and find no reason why any part of the deposit should be retained. I find the accrued interest on the deposit to be \$53.24.

An order shall issue requiring the respondent to return the security deposit plus the accrued interest to the applicant in the amount of \$953.24.

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Hal Logsdon  
Rental Officer