

IN THE MATTER between **NAOMI WIELER**, Applicant, and **REBECCA WOLFCHILD**, 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:

NAOMI WIELER

Applicant/Tenant

- and -

REBECCA WOLFCHILD

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 to the applicant in the amount of six hundred dollars (\$600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of November, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NAOMI WIELER**, Applicant, and **REBECCA WOLFCHILD**, 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:

NAOMI WIELER

Applicant/Tenant

-and-

REBECCA WOLFCHILD

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: November 24, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Naomi Wieler, applicant

Date of Decision: November 24, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant provided a security deposit to the respondent prior to the intended commencement date of the tenancy agreement. The applicant testified that prior to the intended commencement of the tenancy agreement, she was informed by the respondent that her dog would not be permitted on the premises. The applicant did not take possession of the premises. The applicant sought an order requiring the respondent to return the security deposit.

The applicant provided a receipt showing that \$600 had been deposited to the respondent's bank account.

Section 18(2) of the *Residential Tenancies Act* specifies reasons why a landlord may retain a security deposit.

18.(2) A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.

Section 14(5) prohibits any other deposit or amount collected from a tenant or prospective tenant.

14.(5) No landlord shall require or receive any amount as a deposit for the amount of the first month's or the last month's rent from a tenant or any other amount from a tenant or prospective tenant other than a security deposit referred to in this section.

As the applicant never took possession of the premises, there could be no rent arrears or damages to the premises. As no other deposit is permitted, the respondent had no grounds to retain the deposit.

An order shall issue requiring the respondent to return the security deposit to the applicant in the amount of \$600.

Hal Logsdon
Rental Officer