

IN THE MATTER between **COLIN FORD**, Applicant, and **YELLOWKNIFE HOUSING AUTHORITY**, 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:

COLIN FORD

Applicant/Tenant

- and -

YELLOWKNIFE HOUSING AUTHORITY

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 joint tenants Colin Ford and Freda Neyelle in the amount of one thousand two hundred seventeen dollars and two cents (\$1217.02).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of May, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **COLIN FORD**, Applicant, and **YELLOWKNIFE HOUSING AUTHORITY**, 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:

COLIN FORD

Applicant/Tenant

-and-

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 23, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Colin Ford, applicant
Jim White, representing the respondent

Date of Decision: May 23, 2006

REASONS FOR DECISION

The applicant stated that he and his partner, Freda Neyelle entered into a tenancy agreement with the respondent and provided a security deposit in the amount of \$1200. The applicant stated that his relationship with Ms Neyelle became difficult and circumstances caused him to leave the premises for several weeks. The applicant stated that Ms. Neyelle later obtained an Emergency Protection Order giving her sole occupation of the premises until May 31, 2006. The applicant stated that the respondent entered into a new tenancy agreement on April 21, 2006 with Ms Neyelle as sole tenant. The applicant sought an order requiring the respondent to return the security deposit.

The respondent argued that the deposit should remain in trust for the premises which were never vacated. The respondent stated that the applicant's name was simply crossed off the tenancy agreement.

A landlord is entitled to hold a security deposit until ten days have expired from the date the tenant vacates or abandons the premises. Clearly, the premises were not actually vacated or abandoned prior to or on April 21, 2006 as Ms. Neyelle continued to occupy the premises. That being the case, it would appear that the respondent was entitled to continue to hold the security deposit in trust.

However, a new tenancy agreement was formed between the respondent and Ms Neyelle as sole

tenant. In my opinion, the right of the respondent to enter into a new tenancy agreement for rental premises when there has been no termination of the previous agreement is questionable. The *Protection Against Family Violence Act* permits orders granting exclusive occupation of a residence to an applicant but, in my opinion, does not act to terminate a tenancy agreement.

Notwithstanding that the tenancy agreement between the respondent and the applicant and Ms. Neyelle as joint tenants does not appear to have been terminated in accordance with the Act, one can not have two tenancy agreements in force concurrently for the same rental premises.

For these reasons, I find that the security deposit provided by the joint tenants be returned to the joint tenants including the accrued interest of \$17.02. The respondent shall return to the joint tenants \$1217.02.

Hal Logsdon
Rental Officer