

IN THE MATTER between **LANNY STEWART AND AGNES PASCAL**, Applicants,
and **G.B.H. HOLDINGS 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 **INUVIK, NT.**

BETWEEN:

LANNY STEWART AND AGNES PASCAL

Applicants/Tenants

- and -

G.B.H. HOLDINGS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the remainder of the security deposit and accrued interest to the applicant in the amount of two hundred sixteen dollars and one cent (\$216.01).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of March,
2006.

Hal Logsdon
Rental Officer

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-and-

G.B.H. HOLDINGS LTD.

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 9, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Agnes Pascal, applicant Claire Hurst, representing the respondent
<u>Date of Decision:</u>	March 9, 2006

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 15, 2005 when the applicants vacated the rental premises. The respondent held a security deposit of \$1200. The respondent returned \$1000 to the applicants, retaining the balance. The applicants allege that no statement of the security deposit was provided but they were informed verbally in September that cleaning was necessary. The applicants disputed the requirement for cleaning and stated that they were told that everything was acceptable at the final inspection of the premises. The applicants sought an order requiring the respondent to return the \$200 and the accrued interest on the deposit.

The respondent did not dispute the allegations and stated that she had requested the return of the deposit and had been assured that it would be returned to the applicants. The applicants stated that they have not received the cheque and have been checking their mail frequently.

I find no evidence to support the retention of any of the security deposit. I find the interest on the deposit to be \$16.01. An order shall issue requiring the respondent to return the remaining balance of the security deposit and interest to the applicants in the amount of \$216.01.

Hal Logsdon
Rental Officer