

IN THE MATTER between **JOHN CARTER AND TRACY CARTER**, Applicants,
and **LONA HEGEMAN**, 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:

JOHN CARTER AND TRACY CARTER

Applicants/Tenants

- and -

LONA HEGEMAN

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 interest to the applicants in the amount of nine hundred ninety two dollars and thirty cents (\$992.30).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March,
2007.

Rental Officer

Hal Logsdon

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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:

JOHN CARTER AND TRACY CARTER

Applicants/Tenants

-and-

LONA HEGEMAN

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: March 20, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: John Carter, applicant
Tracy Carter, applicant

Date of Decision: March 22, 2007

REASONS FOR DECISION

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

The tenancy agreement commenced on March 2, 2003 and required a security deposit of \$900.

The applicants testified that \$450 was paid prior to the commencement of the tenancy agreement and the remaining \$450 was paid approximately 30 days later.

The tenancy agreement between the parties was terminated on October 30, 2006. The applicants testified that the respondent had retained the security deposit but had not provided any notice or statement to them concerning the deposit. The applicants stated that no reasons, verbal or written, had been provided to them as to why the security deposit was not returned.

Section 18 of the *Residential Tenancies Act* requires a landlord to provide an itemized statement of the security deposit and deductions within 10 days of the termination of the tenancy agreement if any part of the security deposit is retained.

I find no evidence to support the landlord's retention of the applicants' security deposit. I find the accrued interest on the security deposit to be \$92.30. An order shall issue requiring the respondent to return the security deposit and the accrued interest to the applicants in the total amount of \$992.30.

Hal Logsdon

Rental Officer