

IN THE MATTER between **HERBERT FRISE AND BERNICE BEAULIEU**,
Applicants, 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:

HERBERT FRISE AND BERNICE BEAULIEU

Applicants/Tenants

- 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 balance of the security deposit and accrued interest to the applicants in the amount of thirty seven dollars and forty five cents (\$37.45).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of May,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **HERBERT FRISE AND BERNICE BEAULIEU**,
Applicants, and **YELLOWKNIFE HOUSING AUTHORITY**, Respondent.

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BETWEEN:

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Applicants/Tenants

-and-

YELLOWKNIFE HOUSING AUTHORITY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bernice Beaulieu, applicant
Julie Forget, representing the respondent

Date of Decision: May 29, 2007

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on April 2, 2007 when the applicants vacated the premises. The respondent returned the security deposit of \$609 and accrued interest of \$406.57 on that day, along with a rent credit. The applicants alleged that the principal of \$609 is incorrect and that the interest is incorrectly calculated and referred the matter to a rental officer for determination.

The applicants have no receipts or other evidence regarding the amount of security deposit provided to the landlord or the dates it was paid.

The tenancy commenced on June 1, 1979, prior to the passage of the *Residential Tenancies Act* in 1988. However, the written tenancy agreement was not executed until July 10, 1990. There is no reference to any security deposit paid prior to that date. Article 9 of the 1990 tenancy agreement sets out the requirement for a security deposit but is obviously improperly completed.

9. Security Deposit

The Landlord and Tenant agree that a security deposit is required in the amount of six hundred and ninety-five dollars (\$570.00) DOLLARS.

The Tenant promises to pay the deposit in 6 monthly installments of 79.00 (\$79.00) DOLLARS starting the first day of August, 1990.

Subject to the terms of the *Residential Tenancies Act*, some or all of the security deposit may be kept by the Landlord at the end of the tenancy, to repair the premises or to pay arrears of rent at the end of the tenancy.

A later tenancy agreement, executed on February 10, 2003 and another, executed on March 10, 2006 both state a security deposit requirement of \$570 and are marked and initialled "Paid in full".

The respondent was unable to provide any evidence other than the tenancy agreements. The respondent stated that their records indicated a principal of \$609 and accrued interest of \$406.57. The respondent offered no details of when the security deposit was paid or how the interest was calculated.

The evidence in this matter is both sketchy and contradictory. Despite the principal amount named on the security deposit statement or the contradictory amounts stated on the original tenancy agreement, all three tenancy agreements name \$570 as the security deposit required and two of the three acknowledge that amount as being paid in full. In my opinion, on the balance of probabilities, the evidence suggests that a security deposit of \$570 was paid in six monthly installments commencing on August 1, 1990.

I calculate the interest on the security deposit as follows:

Year	Interest Rate	Amount
1990	11.83%	\$33.00
1991	11.17%	\$63.67
1992	7.44%	\$42.52
1993	6.85%	\$39.05
1994	3.85%	\$21.95
1995	6.03%	\$34.37
1996	5.65%	\$32.29
1997	3.10%	\$17.67
1998	4.45%	\$25.37

1999	5.01%	\$28.56
2000	5.00%	\$28.58
2001	5.76%	\$32.83
2002	2.10%	\$11.97
2003	2.77%	\$15.79
2004	2.71%	\$15.49
2005	2.54%	\$14.48
2006	3.37%	\$19.21
2007	4.33%	\$6.22
	TOTAL	\$483.02

An order shall issue requiring the respondent to return the remainder of the security deposit and accrued interest to the applicants in the amount of \$37.45, calculated as follows:

Security deposit principal	\$570.00
Security deposit interest	<u>483.02</u>
Total due applicants	\$1053.02
Less amount returned	<u>(1015.57)</u>
Amount of order	\$37.45

An order shall issue requiring the respondent to return the balance of the security deposit and interest to the applicants in the amount of \$37.45.

Hal Logsdon
Rental Officer