

IN THE MATTER between **GEOFFREY ADAMSON**, Applicant, and **NORTHERN PROPERTY LIMITED PARTNERSHIP**, 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:

**GEOFFREY ADAMSON**

Applicant/Tenant

- and -

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the security deposit to the applicant in the amount of one thousand one hundred forty nine dollars and sixteen cents (\$1149.16).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of June, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **GEOFFREY ADAMSON**, Applicant, and **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Respondent.

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BETWEEN:

**GEOFFREY ADAMSON**

Applicant/Tenant

-and-

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 22, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Geoffrey Adamson, applicant  
Julia O'Brien, representing the respondent  
Sharon Hysert, representing the respondent

**Date of Decision:** May 22, 2007

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on March 31, 2007 when the applicant vacated the premises. The respondent retained the security deposit and issued a statement in accordance with section 18 of the *Residential Tenancies Act*. The respondent deducted cleaning charges (\$84.80) and rent arrears (\$1195) from the deposit (\$1195) and accrued interest (\$38.96), leaving a balance owing to the respondent of \$45.84. The applicant filed an application disputing the deduction for rent and sought an order requiring the respondent to return \$1149.16.

The applicant stated that he had told the landlord that he did not intend to renew the tenancy agreement which expired on March 31, 2007 unless the landlord could provide an apartment in another building. The applicant testified that he had paid the rent in full to March 31, 2007. The applicant acknowledged that the premises required cleaning and did not dispute the deduction of the cleaning charges.

The respondent stated that the applicant failed to give any written notice until March 28, 2007 to terminate the term agreement on March 30, 2007. The respondent stated that the deduction was compensation for lost rent in April, 2007.

Section 18(2) of the *Residential Tenancies Act* specifies what may be charged against a tenant's 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.**

Compensation for lost rent is not arrears of the rent. Compensation for lost rent must be obtained through an order of a rental officer on the application of a landlord pursuant to section 62(2) of the Act. Therefore, the deduction from the security deposit made by the respondent is not in accordance with the Act and must be returned. The applicant's notice or lack of notice is not relevant.

I find the amount to be returned to be \$1149.16 calculated as follows:

Security deposit	\$1195.00
Interest	38.96
Less cleaning	<u>(84.80)</u>
Amount due applicant	\$1149.16

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$1149.16.

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Hal Logsdon  
Rental Officer