

IN THE MATTER between **DARLENE THOMAS**, Applicant, and **JOE YOUNG AND HAYDEN RAUYN**, Respondents;

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:

DARLENE THOMAS

Applicant/Tenant

- and -

JOE YOUNG AND HAYDEN RAUYN

Respondents/Landlords

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondents shall return the retained security deposit and interest to the applicant in the amount of one thousand three hundred ninety three dollars and thirty two cents (\$1393.32).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of August, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **DARLENE THOMAS**, Applicant, and **JOE YOUNG AND HAYDEN RAUYN**, Respondents.

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:

DARLENE THOMAS

Applicant/Tenant

-and-

JOE YOUNG AND HAYDEN RAUYN

Respondents/Landlords

REASONS FOR DECISION

Date of the Hearing: August 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Darlene Thomas, applicant
Jim Weller, representing the respondents

Date of Decision: August 28, 2007

REASONS FOR DECISION

The application was filed against the agent of the landlords. The tenancy agreement between the parties names the landlords as Joe Young and Hayden Rauyn. The style of cause of the order shall reflect the names of the landlords rather than their agent.

The tenancy agreement was terminated on June 30, 2007 when the applicant vacated the premises. The applicant testified that the security deposit of \$1350 was retained by the landlord and no statement or notice was provided indicating why the deposit was retained or what deductions were made. The applicant sought an order requiring the landlord to return the retained security deposit and accrued interest.

The respondent stated that the applicant failed to give proper notice to terminate the tenancy agreement.

Section 18 of the *Residential Tenancies Act* sets out what may be deducted from a 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.

Loss of rent due to improper notice is not rent arrears. It is a damages claim. A landlord may file an application for compensation but can not deduct the compensation from a security deposit.

There is no application from the landlords before me. Therefore, since there was no statement

issued indicating any other deductions, I find no reason for the retention of the security deposit.

The applicant stated that she paid the security deposit in full on September 8, 2006. I calculate the interest on the deposit to be \$43.32.

An order shall issue requiring the respondents to return the retained security deposit and accrued interest to the applicant in the amount of \$1393.32.

Hal Logsdon
Rental Officer