

IN THE MATTER between **WALTER GORMAN PITTMAN**, Applicant, and  
**SHELTER CANADIAN PROPERTIES 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 **YELLOWKNIFE, NT.**

BETWEEN:

**WALTER GORMAN PITTMAN**

Applicant/Tenant

- and -

**SHELTER CANADIAN PROPERTIES LTD.**

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 accrued interest to the applicant in the amount of one thousand four hundred forty two dollars and forty four cents (\$1442.44).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of  
November, 2007.

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Hal Logsdon  
Rental Officer

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**SHELTER CANADIAN PROPERTIES LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2007

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

**Appearances at Hearing:** Walter Gorman Pittman, applicant  
Gwen Monahan, representing the respondent

**Date of Decision:** November 16, 2007

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 31, 2007 when the applicant vacated the premises. The respondent retained the security deposit and interest and issued a statement in accordance with section 18(3) of the *Residential Tenancies Act*. The applicant disputed the retention of the security deposit and sought an order requiring the respondent to return the security deposit and interest.

The applicant testified that he gave verbal notice in the last week of July, 2007 to terminate the tenancy agreement on August 31, 2007. The applicant stated that he was told he needed to provide the notice in writing on August 13, 2007 and proceeded to do so. The applicant stated that he vacated the premises on August 31, 2007 and was told the return of the security deposit would be forthcoming.

The applicant was provided with a statement, which he entered in evidence, which indicated a \$32.50 deduction for cleaning and a balance owing to him of \$1167.50. He stated that he has not received any refund of the deposit. The applicant also stated that although the statement indicates a security deposit of \$1200, he believes he paid more but can not prove it as he is unable to produce any receipts.

At the hearing, the respondent provided a revised statement which indicated a deduction of the September, 2007 rent from a security deposit of \$1350, leaving a zero balance owing. The

respondent stated that the applicant failed to give written notice until August 27, 2007 and agreed to forfeit the September, 2007 rent.

Section 18(2) 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.**

There is no evidence to suggest that the applicant failed to pay rent to August 31, 2007.

Therefore there are no arrears of rent. No repair charges appear on the revised statement.

Therefore, the security deposit of \$1350 and the accrued interest which I find to be \$92.44 must be returned to the applicant.

The failure of the applicant to provide adequate written notice may leave him liable to the landlord for lost rent, however that is not the matter before me. In order to receive compensation for lost rent, a landlord must make an application to a rental officer. Compensation for lost rent may not be deducted from a security deposit.

An order shall issue requiring the respondent to return the retained security deposit and accrued interest to the applicant in the amount of \$1442.44.

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Hal Logsdon  
Rental Officer