

IN THE MATTER between **RICHARD LABOUCAN AND AGATHA LABOUCAN**, Applicants, and **GRANT PAZIUK AND NIKKITA PAZIUK**, 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 **FORT SMITH, NT**.

BETWEEN:

RICHARD LABOUCAN AND AGATHA LABOUCAN

Applicants/Tenants

- and -

GRANT PAZIUK AND NIKKITA PAZIUK

Respondents/Landlords

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondents shall return the security deposit and accrued interest to the applicants in the amount of seven hundred seventy four dollars and twenty two cents (\$774.22).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of January, 2008.

Hal Logsdon
Rental Officer

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-and-

GRANT PAZIUK AND NIKKITA PAZIUK

Respondents/Landlords

REASONS FOR DECISION

Date of the Hearing: January 24, 2008

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Agatha Laboucan, applicant

Date of Decision: January 24, 2008

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties commenced on September 2, 2006. The applicant testified that full amount of the security deposit (\$750) was provided to the respondents on that day. A receipt for that amount was provided in evidence. The applicant testified that they gave up possession of the premises on June 27, 2007 and had not received the security deposit or any statement of the security deposit or deductions. The applicant testified that they had contacted the landlord by E-mail regarding the security deposit and had been told that the screen door was damaged and the matter would be dealt with shortly. The applicant denied damaging the screen door, stating that it was rotten and broke due to normal wear and tear.

Section 18 of the *Residential Tenancies Act* requires a landlord to return a security deposit or issue a statement of the deposit and deductions or an estimated statement within 10 days after the tenant vacates the premises. The respondents have failed to do so.

I need not address the issue of the door. The respondents have missed their opportunity to claim any costs of repair by deduction from the security deposit. I find no reasons to support the retention of the security deposit and accrued interest. I find the accrued interest to be \$24.22.

An order shall issue requiring the respondents to return the retained security deposit and accrued interest to the applicants in the amount of \$774.22.

Hal Logsdon
Rental Officer