

IN THE MATTER between **GLORIA WATSYK**, 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:

**GLORIA WATSYK**

Applicant/Tenant

- and -

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall return to the applicant the balance of the retained security deposit in the amount of one thousand two hundred fifty dollars (\$1250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of January, 2008.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **GLORIA WATSYK**, 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.

BETWEEN:

**GLORIA WATSYK**

Applicant/Tenant

-and-

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** January 15, 2008

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

**Appearances at Hearing:** Gloria Watsyk, applicant  
Julia O'Brien, representing the respondent

**Date of Decision:** January 15, 2008

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on October 31, 2007. The applicant alleged that the security deposit and the accrued interest has not been returned nor has the respondent produced any statement of the deposit or deductions in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to return the full amount of the security deposit and accrued interest.

The applicant stated that the respondent disputed the amount of security deposit provided until she provided documents to them confirming the payments. The applicant also stated that she was told by the landlord that the entire deposit would be returned. The applicant stated that she had left a forwarding address with the landlord so the cheque could be mailed to her.

The respondent acknowledged that the full security deposit of \$1250 was paid in full by the applicant. The respondent stated that a cheque for the principal of \$1250 and a cheque for the interest of \$68.08 had been mailed to the rental premises. The respondent provided a receipt in evidence that indicated a cheque for \$1250, dated December 7, 2007 had been sent to the address of the rental premises. The respondent stated that she had attended the mailbox of the premises and picked up the mail. The respondent provided the mail to the applicant at the hearing which included a cheque from the landlord for \$68.08.

I find no valid reason why the return of the security deposit to the applicant is still outstanding

more than two months after the applicant gave up possession. Section 18 of the *Residential Tenancies Act* permits the landlord 10 days to return a security deposit. An order shall issue requiring the respondent to return the principal of the security deposit to the applicant forthwith.

---

Hal Logsdon  
Rental Officer