IN THE MATTER between **DAWN GRUDZINSKI AND JASON GRUDZINSKI**, Applicants, and **JODPHUR HOLDINGS 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:

DAWN GRUDZINSKI AND JASON GRUDZINSKI

Applicants/Tenants

- and -

JODPHUR HOLDINGS 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 applicants in the amount of one thousand three hundred thirty four dollars and sixty one cents ($1334.61).

	DATED at the City of Yellowknife, in the Northwest Territories this 12th day of February, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **DAWN GRUDZINSKI AND JASON GRUDZINSKI**, Applicants, and **JODPHUR HOLDINGS 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.

BETWEEN:

DAWN GRUDZINSKI AND JASON GRUDZINSKI

Applicants/Tenants

-and-

JODPHUR HOLDINGS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **February 7, 2008**

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

Appearances at Hearing: **Dawn Grudzinski, applicant**
    Theresa Olayvar, representing the applicant

Date of Decision: **February 11, 2008**

REASONS FOR DECISION

This tenancy agreement was terminated on November 30, 2007. The applicants alleged that the respondent has not returned the security deposit of $1000 or provided any statement of the deposit or deductions. The applicants sought an order requiring the return of their security deposit and the accrued interest.

At the hearing, the respondent presented a statement of the security deposit to the respondent indicating a balance owing to the applicant of $472.50. Deductions were made for repairs to the rental premises. The respondent also noted that the security deposit provided by the applicants was, in fact, $1250.

Section 18(3) of the *Residential Tenancies Act* sets out a time limitation for the issuance of a statement when all or part of a security deposit is retained by a landlord.

> **18.(3) Where a landlord objects to returning all or a part of the security deposit on the grounds that a tenant has caused damage to the rental premises and repairs to the rental premises are necessary or the tenant is in arrears of the rent, the landlord shall, within 10 days after the tenant vacates or abandons the rental premises,**
>
> > **(a) send a notice to the tenant and a rental officer of the intention of the landlord to withhold all or part of the security deposit;**
> >
> > **(b) give the tenant an itemized statement of account for the security deposit;**
> >
> > **c) give the tenant an itemized statement of account for the repairs or arrears of the rent; and**

> **(d)   return the balance of the security deposit with interest to the tenant.**

The Act permits a landlord to provide an estimated statement within ten days and a final statement within 30 days where the costs of repairs can not be accurately determined. In any case, the time limit has expired in this matter and the respondent has failed to return the security deposit in accordance with the Act.

In my opinion, the respondent has lost their opportunity to retain the security deposit and now must return the deposit. If they wish to allege damages to the premises and seek compensation for repair costs they must proceed with an application pursuant to section 42.

I find the interest on the security deposit to be $84.61. An order shall issue requiring the respondent to return the security deposit and accrued interest to the applicants in the amount of $1334.61, calculated as follows:

Security deposit	$1250.00
Interest (March 3/06 to December 31/06 @3.37%)	35.08
Interest (January 1/07 to November 30/07@ 4.33%)	49.53
Amount to be returned to applicants	$1334.61

Hal Logsdon
Rental Officer