

IN THE MATTER between **NASREEN MUTOOLA AND ANWAR MUTOOLA**,
Applicants, 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:

NASREEN MUTOOLA AND ANWAR MUTOOLA

Applicants/Tenants

- 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 to the applicant a portion of the retained security deposit in the amount of one thousand four hundred ninety three dollars and twenty three cents (\$1493.23).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of August,
2010.

Hal Logsdon
Rental Officer

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Applicants/Tenants

-and-

SHELTER CANADIAN PROPERTIES LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 18, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Nasreen Mutoola, applicant
Anwar Mutoola, applicant

Date of Decision: August 18, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The hearing was held in their absence.

The applicants sought an order for the return of their security deposit.

Prior to the hearing, the respondent's representative contacted the rental officer and stated that they would not be able to attend the hearing due to other work obligations. The respondent's representative also stated that the security deposit refund had been delayed due to mail and courier service problems but they expected the refund to be made shortly, possibly before the hearing. The respondent's representative stated that it was their intention to deduct only two day's rent (\$101.62) from the security deposit of \$1575 because the respondents vacated on July 2, 2010 and had not paid the July rent.

The respondents acknowledged vacating the premises on July 2, 2010 and stated that the deduction of \$101.62 was reasonable. They confirmed the security deposit principal was \$1575.

I find the interest on the security deposit to be \$19.85.

An order shall issue requiring the respondent to return a portion of the retained security deposit in the amount of \$1493.23 calculated as follows:

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Security deposit	\$1575.00
Interest	19.85
Rent (July 1-2)	<u>(101.62)</u>
Amount owing respondents	\$1493.23

Hal Logsdon
Rental Officer