

IN THE MATTER between **MITCHELL ARROW**, Applicant, and **BRITTNEY BEAULIEU**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

MITCHELL ARROW

Applicant/Tenant

- and -

BRITTNEY BEAULIEU

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **MITCHELL ARROW**, Applicant, and **BRITTNEY BEAULIEU**, 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:

MITCHELL ARROW

Applicant/Tenant

-and-

BRITTNEY BEAULIEU

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 13, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mitchell Arrow, applicant
Brittney Beaulieu, respondent

Date of Decision: December 17, 2012

REASONS FOR DECISION

The applicant stated that he provided a security deposit of \$340 to the respondent on October 20, 2012 for the rental of a room to commence on November 1, 2012. He stated that the monthly rent was \$700. He stated that prior to November 1st he informed the respondent that he was not going to move in and requested the return of his security deposit. The applicant sought an order requiring the respondent to return the \$340.

The respondent stated that the \$340 was provided on October 15, 2012 as a partial payment of rent. She stated that she told him he could move in immediately. The respondent stated that the applicant did not move in and called about a week later to say he was not going to take the room. She stated that when the applicant called again on October 23 she told him she was not going to return the entire amount of the rent. The respondent stated that the applicant then told her he would take the room after all, but never did.

There was no written tenancy agreement or any receipt for the \$340.

In my opinion, a verbal tenancy agreement was formed between the parties. Whether it was to commence on October 15, 2012 or November 1, 2012 is unclear but not particularly relevant. It is in dispute whether the \$340 was intended as rent in advance or as a security deposit. The burden of evidence falls to the applicant to prove on the balance of probabilities that the \$340 was intended as a security deposit. He has failed to establish that.

On the evidence, I find that the \$340 was rent in advance. The applicant was permitted to take occupancy and decided not to do so. He forfeits the rent paid in advance. The application is dismissed.

Hal Logsdon
Rental Officer