

IN THE MATTER between **S.W.**, Applicant, and **M.A.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

S.W.

Applicant/Tenant

-and-

M.A.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: June 29, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: S.W., applicant
M.A., respondent

Date of Decision: June 29, 2016

REASONS FOR DECISION

An application to a rental officer made by S.W. as the applicant/tenant against M.A. as the respondent/landlord was filed by the Rental Office March 31, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by email confirmed received April 8, 2016.

The applicant alleged the respondent had failed to return his security deposit in accordance with the *Residential Tenancies Act* (the Act). An order was sought for the return of the security deposit.

A hearing was scheduled for June 29, 2016, by three-way teleconference. Mr. S.W. appeared as applicant/tenant. Mr. M.A. appeared as respondent/landlord.

Tenancy agreement

The parties agreed that a residential tenancy agreement had been entered into by them commencing the summer of 2015 and ending September 30, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Security deposit

The parties agreed that a security deposit of \$450 was paid upon commencement of the tenancy agreement and that it has not to date been returned to the tenant. The landlord explained that he has had personal financial difficulties and would not have the funds to return the security deposit until he successfully sells the rental premises.

Sections 17(1) and 17(2) of the Act requires the landlord to keep all security deposits separate and apart from money belonging to the landlord and held in trust.

Section 18(3) of the Act requires the landlord to return the security deposit with an itemized statement of account to the tenant within 10 days after the day the tenant vacates the rental premises.

There was no dispute from the landlord that neither of those sections of the Act were complied with on his part, although he has kept the tenant informed as to why he has been unable to pay the monies owed. To my mind, the tenant has been exceedingly patient and accommodating to the landlord in this regard.

I find the landlord has failed to comply with his obligation to keep the security deposit separate and apart from his own money. I find the landlord has failed to comply with his obligation to keep the security in trust for the tenant. I find the landlord has failed to comply with his obligation to return the security deposit and itemized statement of account to the tenant within 10 days of his vacating the rental premises.

Order

An order will issue requiring the respondent/landlord to pay to the applicant/tenant the security deposit in the amount of \$450.

Adelle Guigon
Rental Officer