

IN THE MATTER between **KT AND KT**, Applicants, and **LG AND JG**, Respondents.

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:

**KT AND KT**

Applicants/Tenants

-and-

**LG AND JG**

Respondents/Landlords

**REASONS FOR DECISION**

**Date of the Hearing:** June 2, 2017

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

**Appearances at Hearing:** KT, tenant  
LG, landlord

**Date of Decision:** June 2, 2017

### **REASONS FOR DECISION**

The parties entered into a written tenancy agreement commencing on July 1, 2016. The applicants provided a security deposit in the amount of \$2400. The tenancy agreement was terminated by mutual agreement on April 15, 2017. The respondents retained \$250 of the security deposit, returning the balance. The respondents advised the applicants that the premises were not adequately cleaned, requiring the services of a cleaning company to bring the premises to a state of acceptable cleanliness.

The applicant testified that there was no entry inspection report provided to them at the commencement of the tenancy or an exit inspection report provided to them at the end of the tenancy. The respondent acknowledged that no inspection reports were completed.

Section 18(5) of the *Residential Tenancies Act* prohibits a landlord from retaining repair costs (which include cleaning) from a security deposit when entry and exit inspection reports have not been completed. I note that the tenancy agreement executed by the parties outlines clearly the provisions of section 18(5). There is no dispute that this requirement has not been met and the landlord was clearly aware of it by offering the tenancy agreement to the tenants.

The respondent provided both testimony and photographs concerning the cleanliness of the premises at the end of the tenancy agreement. I offer no opinion or decision regarding the condition of the premises. Regardless of the state of cleanliness, the landlords have forfeited their

right to retain any part of the security deposit for cleaning. They may only seek damages through an application pursuant to section 42(3) of the Act.

An order shall issue requiring the respondents to return the retained portion of the security deposit to the applicants in the amount of \$250.

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Hal Logsdon  
Rental Officer