

IN THE MATTER between **CW**, Applicant, and **NAREIT**, 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:

CW

Applicant/Tenant

-and-

NAREIT

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: November 20, 2017

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CW, applicant/tenant
BL, representing the respondent/landlord

Date of Decision: November 20, 2017

REASONS FOR DECISION

An application to a rental officer made by CW as the applicant/tenant against NAREIT as the respondent/landlord was filed by the Rental Office February 2, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the respondent by registered mail signed for June 30, 2017.

The applicant alleged the respondent had improperly withheld a portion of the security deposit against disputed costs of carpet cleaning. An order was sought for the return of the security deposit.

A hearing was first scheduled for April 19, 2017, which was cancelled upon learning the applicant had not yet served the filed application on the respondent. The hearing was re-scheduled to August 31, 2017, which was postponed at the request of the applicant. The hearing was finally re-scheduled for November 20, 2017, by three-way teleconference. CW appeared as applicant. BL appeared representing the respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing June 24, 2016, and ending November 28, 2016. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Security deposit

The applicant paid a security deposit of \$682.50 at the commencement of the tenancy to which the respondent accounted for interest at the end of the tenancy in the amount of \$0.16. The security deposit was withheld by the respondent at the end of the tenancy. The applicant requested the return of the security deposit.

Without hearing submission from either party regarding the reasons the security deposit was withheld, the respondent's representative agreed to return the security deposit in full to the applicant. The applicant was satisfied with this offer.

Order

An order will issue requiring the respondent to return the security deposit to the applicant in the amount of \$682.66.

Adelle Guigon
Rental Officer