

IN THE MATTER between **GY**, Applicant, and **NW**, 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:

GY

Applicant/Landlord

-and-

NW

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: GY, applicant

Date of Decision: February 28, 2018

REASONS FOR DECISION

The respondent was served with a filed application and Notice of Attendance by email but failed to appear at the hearing. The hearing was held in her absence.

The written tenancy agreement between the parties set out a monthly rent of \$1850 and required a security deposit of \$1850 which was paid in full on August 25, 2016.

The applicant provided a statement of account which indicated a balance of rent owing of \$3700. The statement also listed a charge of \$19.85 for removal of garbage and a charge of \$123.33 for a rent credit provided to the new tenant due to the condition of the apartment.

The tenancy agreement was terminated by mutual agreement on April 30, 2017. The applicant retained the security deposit of \$1850. No statement of the security deposit was completed. The applicant sought relief of \$1993.18.

There was no inspection report completed at the commencement of the tenancy agreement or at the end of the agreement. Pursuant to section 18(5) of the *Residential Tenancies Act*, a landlord forfeits his right to retain any part of the security deposit for repairs (including cleaning) unless the required inspection reports have been completed.

18.(5) A landlord may not retain any amount of a security deposit or pet security deposit for repairs of damage to the rental premises if the landlord or his or her agent

(a) fails to complete an entry inspection report and an exit inspection report; or

(b) fails, without a reasonable excuse accepted by a rental officer, to give a copy of each report to the tenant.

In my opinion, the charges of \$123.33 and \$19.85 are directly related to the condition of the premises at the end of the tenancy agreement. Because no inspection reports were completed, that relief is denied.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$3700. I find the interest on the security deposit to be \$0.63.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1849.37 calculated as follows:

Rent arrears	\$3700.00
less S/D	(1850.00)
less S/D interest	<u>(0.63)</u>
Amount owing landlord	\$1849.37

Hal Logsdon
Rental Officer