

IN THE MATTER between **NS**, Applicant, and **NPRLP**, 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:

NS

Applicant/Tenant

-and-

NPRLP

Respondent/Landlord

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 12, 2018
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	NS, applicant IA, representing the respondent AV, representing the respondent
<u>Date of Decision:</u>	June 12, 2018

REASONS FOR DECISION

An application to a rental officer made by NS as the applicant/tenant against IA as the respondent/landlord was filed by the Rental Office March 13, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was not served on the respondent, but the notice of attendance was served on the respondent by email deemed received March 29, 2018, pursuant to subsection 4(4) of the *Residential Tenancies Regulations* (the Regulations).

The tenant alleged the landlord had failed to return the security deposit to the tenant at the end of the tenancy in accordance with the *Residential Tenancies Act* (the Act). An order was sought for the return of the tenant's security deposit.

A hearing was scheduled for June 12, 2018, by three-way teleconference. NS appeared as applicant/tenant. IA and AV appeared representing the respondent/landlord.

Preliminary matters

At hearing it was confirmed that IA is an employee of the landlord, and that the landlord is actually NPRLP. The parties agreed to amend the application to a rental officer to identify NPRLP as the respondent/landlord.

The landlord's representatives also confirmed at hearing that they did not in fact receive the filed application package. They agreed to proceed with the hearing regardless as they believed they knew what the application was about and were willing to continue without benefit of reviewing the information contained in the application.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing November 1, 2017, for a fixed term to October 31, 2018. The tenant vacated the rental premises December 15, 2017, with one week's notice to the landlord, effectively abandoning the rental premises. The landlord did not reclaim possession of the rental premises until January 1, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Security deposit

The tenant testified that due to hazardous stairs, an unsafe environment, and repeated violent disturbances for which she believes no reasonable action was taken by the landlord to remedy, compounded by losing her job, the tenant chose to move out of the community. She notified the landlord about a week before leaving that she was going to break her agreement. An exit inspection was not conducted by the time the tenant vacated. The tenant did not receive a copy of an exit inspection, nor did she receive any accounting of her security deposit or the return of her security deposit.

The landlord testified that they keep records of issues that arise, be they for the condition of the stairs or disturbances, and could provide their records regarding the tenant's complaints in that regard if necessary. The landlord confirmed that they did communicate with the tenant by email during the tenancy, and that efforts to schedule an exit inspection were unsuccessful. Based on the tenant's indication that she had in fact vacated the rental premises, the landlord entered the rental premises January 1, 2018, confirmed the respondent had abandoned the rental premises, reclaimed possession of the rental premises, and conducted an exit inspection in the tenant's absence. The landlord confirmed that they did not share that exit inspection with the tenant and they did not prepare a statement of account for the security deposit.

Given the tenancy ended when the tenant abandoned the rental premises in December, the issues of safety and disturbances will not be considered, and the landlord was not required to submit supporting documentation on those matters for this hearing.

This application and hearing is substantively about whether or not the security deposit was dealt with in accordance with the Act.

Subsection 18(3) of the Act specifies that the landlord must ensure that the security deposit is returned to the tenant along with an itemized statement of account within 10 days after the day the tenant vacates or abandons the rental premises.

Subsection 18(7)(a) of the Act specifies that a landlord who intends to withhold all or a portion of the security deposit must give written notice to the tenant of that intention within 10 days after the day the tenant vacates or abandons the rental premises.

In this case it is clear that the landlord neither returned the security deposit to the tenant within 10 days of the tenant abandoning the rental premises nor did the landlord notify the tenant in writing of their intention to retain the security deposit within 10 days of the tenant abandoning the rental premises.

I find the landlord has failed to comply with their obligations under subsections 18(3) and 18(7)(a) of the Act. An order will issue requiring the landlord to return the security deposit, including interest, to the tenant in the amount of \$1,550.18.

Adelle Guigon
Rental Officer