

IN THE MATTER between **BC and LLJ**, Applicants, and **DSJ and VSJ**, 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 **Janice Laycock**, Deputy Rental Officer,

BETWEEN:

BC and LLJ

Applicants/Tenants

-and-

DSJ and VSJ

Respondents/Landlord

REASONS FOR DECISION

Date of the Hearing: April 10, 2019

Place of the Hearing: Hay River, NT

Appearances at Hearing: BC and LLJ as the Applicants
DSJ and VSJ as the Respondents

Date of Decision: April 10, 2019

REASONS FOR DECISION

An application to a rental officer made by BC and LLJ as the Applicants/Tenants against D and VSJ as the Respondents/Landlord was filed by the Rental Office on March 4, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Katlodeeche First Nation, Northwest Territories. The filed application was served by email on the Respondents on April 3, 2019.

The Applicants claimed that the Respondents had refused to return their security deposit and sought an order for the return of the deposit.

Tenancy Agreement - termination

The Applicants testified and evidence was presented establishing a tenancy agreement between the parties for the rental premises starting on January 1, 2018 and terminating on January 1, 2019. The Applicants also provided as evidence a letter dated November 8, 2018, from the Respondents providing notice that the tenancy agreement would not be renewed and thanking them for their 5 years renting the home, their “exceptional care” of the property and for “faithfully following the rental payment for the last 5 years”. As a result of this notice the Applicants vacated the rental premises as requested.

I am satisfied that a valid tenancy agreement was in place and that it was terminated by agreement on January 1, 2019.

Security Deposit

The Applicants testified that they had paid a security deposit of \$1,500.00 to the Respondents, that neither an entry nor an exit inspection was carried out, and the Respondents had refused to return the deposit.

The Tenancy Agreement provided as evidence, and signed by both parties, includes section 6. *Security Deposit* and says “A security deposit of \$1,500 is required. Landlord acknowledges receipt of \$1,500.00, which was paid on October 20, 2013.”

The Respondents claimed that they had not returned the security deposit because there was damage to the unit. They also testified that they had only just received the Application and had not had a chance to provide information on the damages. They did not refute the Applicants' claim that neither an entry nor an exit inspection had been carried out; they said they were out of town and could not do the inspection.

At the hearing I reviewed the relevant sections of the *Residential Tenancies Act* (the Act) with the parties:

*"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:"*

As testified at the hearing neither report was completed, and the Respondents must return all of the security deposit to the Applicants along with the applicable interest provided for in section 16 of the Act. I find that the Respondents must pay to the Applicants a total of \$1,503.30.

Order

An order will be issued:

- requiring the Respondents to return to the Applicants all of their security deposit totalling \$1,503.30 (ss. 18.1(b)).

Janice Laycock
Deputy Rental Officer