

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

NPRLP

Applicant/Landlord

-and-

VE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 26, 2019
<u>Place of the Hearing:</u>	Yellowknife, NT, via teleconference
<u>Appearances at Hearing:</u>	KB, representing the Applicant
	IA, representing the Applicant
<u>Date of Decision:</u>	June 26, 2019

REASONS FOR DECISION

The Respondent was served with a notice of attendance sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on March 28, 2019, when the Respondent vacated the premises. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears.

The Applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$2,389.23. The Applicant sought that amount in relief.

The tenancy agreement between the parties was made in writing and indicates that a security deposit of \$1,350, equivalent to one month's rent, was required. The agreement acknowledges that \$1,000 of the required deposit was paid on October 28, 2016. The Applicant stated that the remaining \$350 was paid on January 27, 2017.

The Applicant was unable to account for the security deposit. There is no evidence that the deposit was retained and applied to rent arrears or repair costs. No statement of the security deposit was completed by the Applicant in accordance with section 18(7) and 18(8) of the *Residential Tenancies Act* (the Act).

- 18.(7) A landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises,
 - (a) give written notice to the tenant of that intention; and
 - (b) subject to subsection (9), return the balance of the deposit or deposits to the tenant.
- 18.(8) A notice must include
 - (a) an itemized statement of account for the deposit or deposits;
 - (b) a final itemized statement of account for any arrears of rent that the landlord is claiming; and

(c) subject to subsection (9), a final itemized statement of account for any repairs that the landlord is claiming.

I find that the Applicant holds a security deposit of \$1,350 and I find the applicable interest on that deposit to be \$1.59.

I find the rent ledger in order and I find the Respondent in breach of his obligation to pay the full amount of rent. I find the rent arrears to be \$2,389.23.

Applying the retained security deposit and accrued interest to the rent arrears, I find an amount owing to the Applicant of \$1037.64.

Security deposit	(\$1,350.00)
Interest	(1.59)
Rent arrears	<u>2,389.23</u>
Amount owing Applicant	\$1,037.64

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$1,037.64.

Hal Logsdon
Deputy Rental Officer