

IN THE MATTER between **DPB**, Applicant, and **JM**, 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:

**DPB**

Applicant/Tenant

-and-

**JM**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** January 9, 2020

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** DPB, Applicant

**Date of Decision:** January 9, 2020

**REASONS FOR DECISION**

An application to a rental officer made by DPB as the Applicant/Tenant against JM as the Respondent/Landlord was filed by the Rental Office October 30, 2019. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was sent to the Respondent by registered mail deemed served December 9, 2019, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The Tenant alleged the Landlord had failed to return overpaid rent and the security deposit upon the termination of the tenancy agreement. An order was sought for the return of the rent and return of the security deposit.

A hearing was held January 9, 2020, in Yellowknife. DPB appeared as the Applicant. JM was sent notice of the hearing by registered mail deemed served December 9, 2019. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the Act.

*Tenancy agreement and rent*

The Tenant testified that she had agreed to rent a room from the Landlord starting September 1, 2019. She paid the \$900 rent for September and the \$300 security deposit to the Landlord a couple of days before moving into the rental premises on September 1<sup>st</sup>. The Tenant and the Landlord did a brief walkthrough of the rental premises during which the Tenant was permitted to choose which room she wanted. The Tenant moved her property into the room that day, but was uncomfortable with the Landlord and admitted to having undefined concerns for her well-being. The Tenant did not sleep at the residence that night, found alternate accommodations, and removed her property from the rental premises on September 2<sup>nd</sup>. She did not return the keys to the Landlord until later in September.

I am satisfied there was a valid oral tenancy agreement in place between the parties in accordance with the Act. Despite not remaining in the rental premises, the Tenant did agree to rent the premises from the Landlord, paid the required rent and security deposit confirming the agreement, and took occupancy of the rental premises on the agreed upon date. She did not give the Landlord notice in accordance with the Act of her intention to vacate the rental premises. I find the Landlord was entitled to the rent for September. The Tenant's claim for the return of the rent is denied.

*Security deposit*

The Tenant testified that although there was a brief walkthrough, no entry inspection report was prepared. Nor was an exit inspection report prepared. Additionally, the Landlord did not notify the Tenant of either his intention to retain the security deposit or his reasons for retaining the security deposit. There were no rental arrears when the Tenant vacated the rental premises, and there is no evidence of any damages or uncleanliness upon the Tenant's departure.

I am satisfied the Landlord failed to comply with his obligations to complete the entry and exit inspection reports for this tenancy, and failed to share a copy of those reports with the Tenant. I am also satisfied that the Landlord failed to comply with his obligation to notify the Tenant within 10 days of the Tenant vacating the rental premises of his intention to retain the security deposit and his reasons for retaining the security deposit. I find the Tenant is entitled to the return of her security deposit in the amount of \$300.

*Order*

An order will issue requiring the Landlord to return the security deposit in the amount of \$300 to the Tenant.

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Adelle Guigon  
Rental Officer