

IN THE MATTER between **GVH**, Applicant, and **DD (CC)**, 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:

GVH

Applicant/Tenant

-and-

DD (CC)

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 4, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GVH, Applicant
DD, Respondent

Date of Decision: May 5, 2021

REASONS FOR DECISION

The application was filed on February 23, 2021, and served on the Respondent by registered mail. Notices of attendance were served on both parties on April 6, 2021.

The Applicant provided copies of several pages purported to be the tenancy agreement between the parties. The page naming the parties to the agreement and the signature page were not provided but the Applicant testified that it was signed by himself and named the Respondent as Landlord. The document does set out that the agreement was monthly, that a security deposit of \$1,500 was required, that the rent was payable to DD, and that the tenancy commenced on June 3, 2020. The Respondent did not dispute that there was an agreement and acknowledged the receipt of a security deposit of \$1,500.

The Respondent operates CC and Campgrounds, which caters to travellers and tourists. However, the cabin rented by the Applicant is a detached house fully equipped for year-round occupancy and was rented to the Applicant on a monthly indeterminate basis at a rental rate significantly lower than that offered to transient guests. The type of dwelling and style of agreement lead me to conclude that these premises are not exempt from the *Residential Tenancies Act* (the Act) and that there is a valid tenancy agreement between the parties.

The Applicant testified that he took possession of Cabin #5 on June 4, 2020, provided the \$1,500 security deposit, and signed the tenancy agreement. The Applicant stated that an inspection was done and an inspection report completed.

On or about July 31, 2020, the Applicant was asked to move to Cabin #6 as the Respondent had reserved Cabin #5 for another party. The Applicant moved to Cabin #6. There was no new tenancy agreement and the security deposit was transferred to the new tenancy. The Applicant testified there was no inspection report completed for Cabin #6.

The tenancy agreement was terminated on August 31, 2020, when the Applicant vacated the premises.

The Respondent acknowledged that no part of the security deposit had been returned to the Applicant and that no statement of the security deposit had been prepared. The Respondent claimed there were damages to the premises and cleaning was necessary. He submitted that the costs of repairs and cleaning were as follows:

floor repair	\$866.78
paint shelf	200.00
cleaning	150.00

The Applicant did not agree with the claimed costs.

Sections 15 and 17.1 of the Act require a landlord to conduct inspections at the commencement and the termination of a tenancy agreement and to complete inspection reports.

Subsection 18(5) prohibits the deduction of repair costs from a security deposit if inspection reports have not 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.

I need not determine the extent of any damages, need for cleaning, or if the costs of repairs are reasonable. Subsection 18(5) does not permit any deductions as no inspection reports were completed. Furthermore, no itemized statement of the security deposit and deductions has been completed and provided to the tenant in accordance with subsection 18(3) of the Act. This must normally be done within 10 days. The Act provides for an extension of up to 45 days in certain circumstances, but this tenancy agreement was terminated more than eight months ago.

I find interest due on the security deposit of \$0.18. An order shall issue requiring the Respondent to return the security deposit and accrued interest to the Applicant in the amount of \$1,500.18.

Hal Logsdon
Rental Officer