

IN THE MATTER between **JV**, Applicant, and **NF**, 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:

**JV**

Applicant/Tenant

-and-

**NF**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 18, 2022

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

**Appearances at Hearing:** JV, the Applicant  
RP, representing the Respondent

**Date of Decision:** May 18, 2022

### **REASONS FOR DECISION**

An application to a rental officer made by JV as the Applicant/Tenant against NA as the Respondent/Landlord was filed by the Rental Office April 7, 2022. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was personally served on the Respondent April 14, 2022.

The Tenant alleged the Landlord had improperly retained the security deposit. An order was sought for the return of the security deposit.

A hearing was held May 18, 2022, by three-way teleconference. JV appeared as the Applicant. RP appeared representing the Respondent.

#### *Preliminary matters*

The application form identified the Tenant as JV and the Landlord as NA. The written tenancy agreement identified the joint Tenants as JK and JS and the Landlord as NCHYPLP. The Tenant confirmed at the hearing that their legal name is JV, and that the application is theirs alone. The Landlord confirmed that the company's original name was NCHYPLP but had recently been changed to NF. The style of cause was amended to JV v. NF.

#### *Tenancy agreement*

Evidence was presented establishing a residential tenancy agreement between the parties for a fixed-term from April 1, 2021, to March 31, 2022, with early occupancy on March 4, 2021. The Tenants vacated the rental premises March 5, 2022.

On February 7, 2022, the Tenants gave written notice to the Landlord to terminate the tenancy March 6, 2022. The Landlord acknowledged receipt of the notice, but did not agree to the early termination date.

Subsection 51(1) of the *Residential Tenancies Act* (the Act) specifies that the Tenant may terminate the tenancy on the last day of the fixed-term by giving the Landlord written notice at least 30 days before the last day of the fixed term.

Section 50 of the Act provide for the Landlord and Tenant to agree in writing to terminate the tenancy on any specific date, which would be binding.

In this case, the Landlord did not agree in writing to the termination date of March 6, 2022, given by the Tenants. Therefore section 50 does not apply. The Tenants did give written notice of their intention to vacate and they did vacate approximately when they said they were going to, but because the tenancy was not terminated for the last day of the fixed-term in accordance with the Act the Tenants remain responsible for the entire rent for March.

I am satisfied a valid tenancy agreement was in place in accordance with the Act.

#### *Rental arrears*

The Landlord provided a lease ledger which represents the Landlord's accounting of monthly rent and payments received against the Tenants' rent account. Throughout the tenancy until March 2022 the Tenants consistently paid their rent in full and on time. No payments in any amount were received for the March 2022 rent.

I am satisfied the lease ledger accurately reflects the current status of the Tenants' rent account. I find the Tenants had accumulated rental arrears as of the end of their tenancy in the amount of \$1,650.

#### *Security deposit*

Evidence was presented establishing that a security deposit of \$825 was paid by the Tenants at the commencement of the tenancy. The Landlord provided the Tenants with a move-out statement on March 8, 2022, indicating the security deposit was being retained against the rental arrears. The move-out statement also included charges for a full cleaning of the rental premises.

Subsection 18(4) of the Act specifies that the Landlord may retain the security deposit against rental arrears that have accumulated as of the date the tenancy ends and/or against costs of repairing damages caused by the Tenant. Uncleanliness is recognized as damages. Subsection 18(5) of the Act prohibits the Landlord from retaining the security deposit against costs of repairs if the Landlord has not completed either the entry or exit inspection reports as required under the Act.

The return of the security deposit was the remedy being sought by the Tenant in this application, but I find the Landlord was entitled to retain the security deposit against the rental arrears and complied with their obligation to notify the Tenants of their intention to retain the security deposit as required under subsection 18(3) of the Act. The Tenant's application is denied.

*Other issues*

In their application, the Tenant made reference to allegations that the Landlord had failed to maintain the premises in a healthy condition and had not responded to issues with the heating facilities. However, the Tenant did not apply for remedies for these issues, did not provide evidence or details in support of the claims, and did not provide evidence of demonstrable monetary losses as a result of Landlord breaches. Those issues were not heard under this application as a result.

The Landlord's move-out statement included charges for cleaning the rental premises, and the Landlord provided photographs of the rental premises taken March 9<sup>th</sup> after the Tenants vacated, but the Landlord did not complete a proper exit inspection or complete an exit inspection report as required.

Given that this application was the Tenant's and it was specifically made under section 18 of the Act with regard to the security deposit, neither the Tenant's additional claims nor the Landlord's claims were considered at this hearing. The parties were encouraged to discuss both of their issues with each other and if they are unable to resolve their disputes themselves then each of them could choose to make their own applications for their respective claims.

Dated at the city of Yellowknife in the Northwest Territories this 20<sup>th</sup> day of May 2022.

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Adelle Guigon  
Rental Officer