

IN THE MATTER between **RU**, Applicant, and **SN**, 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 **Jerry Vanhantsaeme**, Rental Officer, regarding
a rental premises located within the **city of Yellowknife in the Northwest Territories**;

BETWEEN:

RU

Applicant/Tenant

-and-

SN

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 16, 2025

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RU, representing the Applicant

Date of Decision: April 16, 2025

REASONS FOR DECISION

An application to a rental officer made by RU as the Applicant/Tenant against SN as the Respondent/Landlord was filed by the Rental Office March 10, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email and deemed served on March 15, 2025.

The Applicant alleged the Landlord improperly withheld the security deposit. An order was sought for the return of the balance of the security deposit which was withheld.

A hearing was scheduled for April 16, 2025, by three-way teleconference. RU appeared representing the Applicant. The Respondent did not appear nor did anyone on their behalf. The Respondent was served notice of the hearing by email and deemed served on March 15, 2025. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act (Act)*. I reserved my decision for the Applicant to provide requested documents and to further review the evidence and testimony.

Tenancy

The Applicant testified they were in a tenancy agreement with the Respondent and vacated the rental premises on March 1, 2025.

The "Statement of Account" provided supports the Applicant's claim. I find a valid tenancy was in place in accordance with the Act.

Security deposit

Evidence presented was a "Statement of Account" indicating a \$1,500.00 security deposit was paid and \$30.00 in interest was accrued for a total of \$1,530.00. The statement also included two charges totalling \$1,100.40. Showing the balance owed to the Applicant was \$429.60. The Applicant acknowledged the \$429.60 balance was returned to them.

The Applicant stated they vacated the rental premise and was charged for cleaning. At the end of the tenancy, when moving out, a representative of the Respondent pressured the Applicant to vacate.

The Rental Office questioned and the Applicant confirmed there was an informal inspection done on commencement only. The Applicant confirmed they did not obtain an entry or exit inspection report regarding condition of the rental premises.

Section 15 of the Act specifies that the landlord is obligated to conduct an entry inspection of the rental premises at the beginning of the tenancy, must produce a report of that entry inspection, and must share that report with the tenant within five days of the day the inspection took place.

Section 17.1 of the Act specifies that the landlord is obligated to conduct an exit inspection of the rental premises at the end of the tenancy, must produce a report of that exit inspection, and must share that report with the tenant within five days of the day the inspection took place.

Subsections 18(3) and 18(7) of the Act require the landlord to return the security deposit with an itemized statement of account to the tenant within 10 days of the tenant vacating the rental premises. Subsection 18(4) of the Act permits a landlord to retain the security deposit against rental arrears and/or costs of repairs of damages to the premises caused by the tenant.

The "Statement of Account" presented as evidence meets the requirements for reporting time in accordance with subsections 18(3) and 18(7).

Subsection 18(5) of the Act states "a landlord may not retain any amount of a security deposit or pet security deposit for repairs of damage to a rental premises if the landlord or his or her agent (a) fails to complete an entry inspection report and an exit inspection report."

The Landlord's claim for cleaning to the rental premises, could be construed as damages. However, the Applicant testified there was no entry or exit inspection completed and in accordance with subsection 18(5) the Landlord is not entitled to retain any portion of the security deposit for damages.

I find the Respondent failed to comply with their obligation under subsection 18(5) to retain the security deposit.

This does not mean the Respondent does not have a claim against the Applicant for damages. The Landlord would need to make their own application to the rental officer.

Orders

An order will be issued requiring the Respondent to comply with their obligation to return to the Applicant the balance of the security deposit in the amount of \$1,100.40.

Jerry Vanhantsaeme
Rental Officer