

IN THE MATTER between **STEPHANIE TEES**, Applicant, and **ROCCO MERAGLIA O/A MEM MANAGEMENT LTD.**, 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, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**STEPHANIE TEES**

Applicant/Tenant

- and -

**ROCCO MERAGLIA O/A MEM MANAGEMENT LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the security deposit and accrued interest to the applicant in the amount of five hundred twelve dollars and thirty nine cents (\$512.39).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2002.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **STEPHANIE TEES**, Applicant, and **ROCCO MERAGLIA O/A MEM MANAGEMENT LTD.**, 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:

**STEPHANIE TEES**

Applicant/Tenant

-and-

**ROCCO MERAGLIA O/A MEM MANAGEMENT LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** January 22, 2002

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Stephanie Tees, applicant

**Date of Decision:** January 25, 2002

**REASONS FOR DECISION**

The respondent was served with a notice of attendance by registered mail on January 4, 2002 which was confirmed delivered on January 15, 2002 by Canada Post. The applicant's representative contacted the rental officer by phone on January 21, 2002 and arranged to attend the hearing by telephone. The arrangements were confirmed again the morning of the hearing. At the scheduled time of the hearing, the rental officer attempted to contact the respondent's representative on two occasions but the phone was not answered. The hearing was held in the absence of the respondent.

The applicant testified that the tenancy agreement between her and the applicant was terminated on December 1, 2001. She testified that the landlord continued to hold her security deposit of \$500 and provided a receipt in evidence. She testified that she had not received any statement of account or notice from the respondent indicating why the deductions were made. She sought the return of the deposit and accrued a interest.

I find no evidence to support the retention of the security deposit and find the accrued interest to be \$12.39. An order shall be issued for the respondent to return the security deposit and interest to the applicant in the amount of \$512.39.

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Hal Logsdon  
Rental Officer