

IN THE MATTER between **SHARON LAMBERT AND EARL LAMBERT**,
Applicants, and **MIDWEST PROPERTY MANAGEMENT**, 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:

SHARON LAMBERT AND EARL LAMBERT

Applicants/Tenants

- and -

MIDWEST PROPERTY MANAGEMENT

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August,
2003.

Hal Logsdon
Rental Officer

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-and-

MIDWEST PROPERTY MANAGEMENT

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Lambert, applicant
Earl Lambert, applicant
Roxanne Johnson, representing the respondent (via
telephone)

Date of Decision: August 12, 2003

REASONS FOR DECISION

The applicants stated that they gave the landlord 9-10 days notice to terminate the tenancy agreement on May 31, 2003. They stated that they vacated the premises and returned the keys to the landlord on June 2 or June 3, 2003. The landlord deducted \$430 from the security deposit and accrued interest, returning the balance to the respondents. The applicants disputed the deduction, referring it to the rental officer in their application filed on July 4, 2003.

The respondent defended the deduction, stating that the applicants did not give up possession of the premises until June 10, 2003. She stated that the deduction represented the prorated rent for the ten days in June which had not been paid by the applicants. The respondent provided a note from the applicant which was handwritten on an e-mail from the rental officer to Sharon Lambert dated June 10, 2003.

Wanda

Here are the keys to our old unit for Ciara Manor.. As you will also see by the email & other attachments, we are entitled to our security deposit being returned. Please call me when the cheque is ready & I'll pick it up

Mail key and laundry room key also enclosed.

The respondent argued that the date on the e-mail indicated that the keys were not returned until June 10, 2003 at the earliest, that being the date shown on the e-mail from the rental officer to Sharon Lambert.

A landlord is entitled to deduct rent from a security deposit at the end of a tenancy agreement.

The tenancy agreement was not terminated on May 31, 2003 as the notice given by the respondents was not sufficient. The tenancy therefore continued until the tenants gave up possession on June 10, 2003. The \$430 is neither compensation for overholding or damages for lost rent. It is rent. The landlord was entitled to deduct the amount from the security deposit.

Therefore the application is dismissed.

Hal Logsdon
Rental Officer