

IN THE MATTER between **SETH BOHNET AND LECIA PLAMONDON**,
Applicants, and **RICK POLTARUK**, 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:

SETH BOHNET AND LECIA PLAMONDON

Applicants/Tenants

- and -

RICK POLTARUK

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the retained security deposit and interest to the applicant Lecia Plamondon in the amount of nine hundred eleven dollars and twenty two cents (\$911.22).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of October,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **SETH BOHNET AND LECIA PLAMONDON**,
Applicants, and **RICK POLTARUK**, 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:

SETH BOHNET AND LECIA PLAMONDON

Applicants/Tenants

-and-

RICK POLTARUK

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: October 12, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Seth Bohnet, applicant
Lecia Plamondon, applicant
Rick Poltaruk, respondent

Date of Decision: October 18, 2006

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on May 15, 2006 when the applicants vacated the premises. The respondent retained the security deposit. No statement of the deposit or deductions was provided to the applicants. The applicants sought an order requiring the respondent to return the deposit and accrued interest.

The respondent agreed to return the security deposit and interest but stated that Mr. Bohnet was not a tenant. The applicants acknowledged that the tenancy agreement was between the respondent and Ms. Plamondon.

There is no evidence to suggest that there were rental arrears or damages to the premises at the end of the tenancy agreement. I find no grounds for the respondent to retain the security deposit and calculate the interest to be \$11.22.

An order shall issue requiring the respondent to return the security deposit and accrued interest of \$911.22 to Leica Plamondon.

Hal Logsdon
Rental Officer