

IN THE MATTER between **ESTHER SENGER**, Applicant, and **NIHJAA PROPERTIES 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 **INUVIK, NT.**

BETWEEN:

**ESTHER SENGER**

Applicant/Tenant

- and -

**NIHJAA PROPERTIES 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 one thousand six hundred six dollars and seventy two cents (\$1606.72).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May, 2006.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **ESTHER SENGER**, Applicant, and **NIHJAA PROPERTIES 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:

**ESTHER SENGER**

Applicant/Tenant

-and-

**NIHJAA PROPERTIES LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 27, 2006

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

**Appearances at Hearing:** Esther Senger, applicant  
Chris Manual, representing the respondent  
Dorathy Wright, representing the respondent

**Date of Decision:** April 27, 2006

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on January 1, 2006 when the applicant vacated the premises. The respondent retained the security deposit of \$1600. The applicant sought an order requiring the respondent to return the security deposit and accrued interest.

The applicant stated that no statement of the security deposit was issued and that the respondent had given no indication as to why the deposit was retained.

Section 18(2) permits a landlord to retain the security deposit for specific reasons.

**18.(2) A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.**

The respondent stated that the deposit was retained because the applicant failed to give notice to terminate the tenancy agreement in accordance with the *Residential Tenancies Act*. The respondent acknowledged that there were no rent arrears and that the premises were undamaged.

Rather than returning the deposit and issuing a statement pursuant to section 18(1), the respondent retained the security deposit and filed an application seeking compensation for lost rent. The applicant may be entitled to compensation for lost rent, or they may not. That will be determined when their application is heard. Prior to hearing the respondent's application, I think

it is appropriate for the respondent to return the security deposit.

I find no grounds to support the retention of the applicant's security deposit. An order shall issue requiring the respondent to return the security deposit and accrued interest to the applicant totalling \$1606.72. Upon the return of the security deposit and the landlord's notice to the rental officer, I shall set the landlord's application for hearing and determine the matter of compensation for lost rent.

---

Hal Logsdon  
Rental Officer