

IN THE MATTER between **FRANCOISE JAUSOIN**, Applicant, and **HARRY SATDEO**, 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 **HAY RIVER, NT**.

BETWEEN:

FRANCOISE JAUSOIN

Applicant/Tenant

- and -

HARRY SATDEO

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the balance of the retained security deposit and interest in the amount of two hundred three dollars and ninety two cents (\$203.92).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of December, 2008.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

FRANCOISE JAUSSOIN

Applicant/Tenant

-and-

HARRY SATDEO

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: December 1, 2008

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Francoise Jaussoin, applicant
Harry Satdeo, respondent (by phone)

Date of Decision: December 1, 2008

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 26, 2008 when the respondent vacated the premises. The applicant retained \$200 of the \$1200 security deposit.

There is no evidence that the respondent issued an itemized statement in accordance with section 18(3) of the *Residential Tenancies Act* but the applicant stated that she was told it was retained for cleaning costs.

The applicant stated that she had only stayed in the premises from August 1, 2008 until August 26, 2008, The applicant stated that the apartment was very dirty when she moved in and she had to clean it herself. She stated that it was clean when she vacated the premises.

The respondent did not dispute the allegations but stated that he understood that the applicant had agreed to the deduction. The respondent did not offer any evidence indicating that the premises were not clean at the end of the tenancy.

I find no evidence to support the retention of the security deposit. I find the interest on the security deposit to be \$3.92. An order shall issue requiring the respondent to return the balance of the retained security deposit and interest to the applicant in the amount of \$203.92.

Hal Logsdon
Rental Officer