

IN THE MATTER between **MELINDA HUBBARD (UDSEN)**, Applicant, and **CC HOLDINGS LTD.**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

MELINDA HUBBARD (UDSEN)

Applicant/Tenant

- and -

CC HOLDINGS LTD.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return to the applicant forthwith the retained security deposit and accrued interest in the amount of one thousand six hundred sixteen dollars and eighty three cents (\$1616.83).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of September, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **MELINDA HUBBARD (UDSEN)**, Applicant, and **CC HOLDINGS 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:

MELINDA HUBBARD (UDSEN)

Applicant/Tenant

-and-

CC HOLDINGS LTD.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 8, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Melinda Hubbard (Udsen), applicant (by telephone)

Date of Decision: September 8, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the tenancy agreement between the parties was made between herself, Melinda Hubbard (her maiden name) and CC Holdings Ltd. The application names the landlord as "CC Holdings Ltd. (Marvin Zorn)". The order shall reflect the landlord's proper name as shown on the tenancy agreement.

The applicant stated that she provided the respondent with a security deposit of \$1450 on November 20, 2006. She stated that she vacated the rental premises on February 15, 2010 but has not received the security deposit or any statement of the deposit or deductions. The applicant stated that she did receive a telephone call from the respondent indicating that he would not be returning the security deposit.

Section 18(3) of the *Residential Tenancies Act* that was in force during the term of this tenancy agreement sets out the landlord's obligation to provide written notice when all or part of a security deposit is retained.

- 18.(3) Where a landlord objects to returning all or a part of the security deposit on the grounds that a tenant has caused damage to the rental premises and repairs to the rental premises are necessary or the tenant is in arrears of**

the rent, the landlord shall, within 10 days after the tenant vacates or abandons the rental premises,

- (a) send a notice to the tenant and a rental officer of the intention of the landlord to withhold all or part of the security deposit;**
- (b) give the tenant an itemized statement of account for the security deposit;**
- (c) give the tenant an itemized statement of account for the repairs or arrears of the rent; and**
- (d) return the balance of the security deposit with interest to the tenant.**

The respondent has failed to meet their obligation to provide the required notice and statements to the applicant pursuant to section 18(3). Therefore the respondent has no grounds to retain the security deposit.

An order shall issue requiring the respondent to return the security deposit (\$1450) and the accrued interest (\$166.83) to the applicant forthwith.

Hal Logsdon
Rental Officer