

IN THE MATTER between **NORA KELLOGOK**, Applicant, and **NORTHERN PROPERTY LIMITED PARTNERSHIP**, 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:

**NORA KELLOGOK**

Applicant/Tenant

- and -

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the security deposit and accrued interest to the applicant in the amount of one thousand one hundred ninety one dollars and sixty nine cents (\$1191.69).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORA KELLOGOK**, Applicant, and **NORTHERN PROPERTY LIMITED PARTNERSHIP**, 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:

**NORA KELLOGOK**

Applicant/Tenant

-and-

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** September 29, 2010

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

**Appearances at Hearing:** Nora Kellogok, applicant  
Kenneth Daniels, witness for the applicant  
Rosetta Morales, representing the respondent

**Date of Decision:** September 29, 2010

### **REASONS FOR DECISION**

The style of cause of this order has been amended to reflect the proper name of the landlord.

The tenancy agreement between the parties was terminated on July 29, 2010. The applicant alleged that the respondent had failed to return her security deposit and had failed to provide any notice or statement setting out the reasons or deductions from the deposit. The applicant sought an order requiring the respondent to return the security deposit and interest.

The applicant testified that she provided a security deposit of \$1190 but was not sure of the payment dates.

The respondent did not dispute that the security deposit was retained. The respondent acknowledged that the security deposit provided was \$1190 and provided the payments dates.

The respondent stated that the deposit had been retained because the applicant had not given adequate notice, causing the landlord to lose rent. The respondent noted that they had also filed an application seeking compensation for lost rent which was scheduled to be heard on this date.

The landlord's application was filed the day the tenant's application was served.

Section 18(4) of the *Residential Tenancies Act* sets out specific notice requirements when a landlord retains all or part of a security deposit. There is no evidence that notice was provided to the applicant. That fact alone, in my opinion, warrants an order requiring the return of the

security deposit.

The Act also sets out what may be deducted from a security deposit.

**18.(4) A landlord may, in accordance with this section, retain all or a part of a security deposit, a pet security deposit or both for arrears of rent owing from a tenant to the landlord in respect of the rental premises, and for repairs of damage to the premises caused by the tenant or a person permitted on the premises by the tenant.**

Compensation for lost rent is neither rent nor repair costs. It can not be deducted from a security deposit. See *Greenway Realty Ltd. v. Roy* -- [1998] N.W.T.R. 309].

For these reasons, an order shall issue requiring the respondent to return the security deposit (\$1190) and accrued interest (\$1.69) to the applicant. I shall not consider the landlord's application for compensation for lost rent at this time. That application shall be heard when I receive confirmation that this order has been satisfied.

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Hal Logsdon  
Rental Officer