

IN THE MATTER between **KATRINA STIOPU**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

KATRINA STIOPU

Applicant/Tenant

- and -

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

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 a portion of the retained security deposit in the amount of five hundred forty six dollars and eighty two cents (\$546.82).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of October, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **KATRINA STIOPU**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

KATRINA STIOPU

Applicant/Tenant

-and-

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: October 20, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Katrina Stiopu, applicant
Rosetta Morales, representing the respondent
Crystal Mickle, representing the respondent

Date of Decision: October 27, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on August 31, 2010. The respondent retained the security deposit (\$1350) and interest (\$2.82). The respondent provided an inspection report to the applicant with itemised costs of repair totalling \$806. The applicant stated that she was informed by phone that the entire security deposit would be retained due to additional repairs to the door but no other statement was issued by the respondent. The applicant stated that she agreed with the deductions of \$806 but did not agree with any other deductions. She sought an order requiring the respondent to return \$544 plus the accrued interest on the deposit.

The respondent did not dispute the allegations and acknowledged that their inspection report only outlined repair costs of \$806. The respondent agreed to return \$544 plus the accrued interest and consented to an order for that amount.

There is no indication that the inspection report/statement issued by the respondent on August 31, 2010 was intended to be an estimated statement. If it was, a final statement should have been forthcoming by the time of the hearing. I find no grounds supporting the retention of the entire security deposit by the respondent. I find the accrued interest to be \$2.82.

An order shall issue requiring the respondent to return \$546.82 to the applicant, calculated as follows:

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Security deposit	\$1350.00
Interest	2.82
Repairs	<u>(806.00)</u>
Amount owing applicant	\$546.82

Hal Logsdon
Rental Officer