

IN THE MATTER between **JERALD SIBBESTON**, Applicant, and **GILLES PINEAULT**, 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:

JERALD SIBBESTON

Applicant/Tenant

- and -

GILLES PINEAULT

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 three hundred seventy five dollars and ten cents (\$375.10).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **JERALD SIBBESTON**, Applicant, and **GILLES PINEAULT**, 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:

JERALD SIBBESTON

Applicant/Tenant

-and-

GILLES PINEAULT

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: November 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jerald Sibbeston, applicant
Gilles Pineault, respondent

Date of Decision: November 4, 2011

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about September 13, 2011 when the applicant moved out of the room he was renting from the respondent. The applicant sought an order requiring the respondent to return the security deposit.

The applicant also stated that he had paid the September, 2011 rent in advance and sought the return of a portion of that rent in the amount of \$400.

The applicant also alleged that some of his personal property had been damaged during the move and sought compensation for the damaged goods in the amount of \$400.

The applicant stated that the tenancy agreement commenced on or about March 1, 2011 and was verbal. He stated that he paid a security deposit of \$750 at the commencement of the tenancy which was retained by the respondent. The applicant stated that after he moved out, the respondent retained the security deposit but failed to provide any statement or notice regarding deductions from the deposit.

The applicant stated that the parties had verbally agreed to terminate the tenancy agreement on or about September 13, 2011 and the respondent had verbally agreed to return a portion of the September rent which had been paid in full in advance.

The applicant stated that while he was in the process of moving out the respondent summoned the police who told him to leave the premises as soon as possible. The applicant stated that because he was rushed to remove his personal property, some damages occurred to his possessions, primarily to his computer equipment. He estimated unspecified damages to be \$400.

The respondent acknowledged that there was no statement of the security deposit provided to the applicant. The respondent also stated that no inspection reports were produced at the beginning or the end of the tenancy. The respondent stated that the applicant only paid a security deposit of \$375. The applicant had no proof of payment for the alleged \$750 payment.

The respondent stated that he called the police when the tenant was in the process of moving out because the applicant threatened him. He stated that he did not handle any of the applicant's personal possessions or take any action to physically evict the applicant.

Section 18 of the *Residential Tenancies Act* sets out a landlord's obligations when all or part of a security deposit is retained.

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.

18.(7) A landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises,
(a) give written notice to the tenant of that intention; and
(b) subject to subsection (9), return the balance of the deposit or

deposits to the tenant.

18.(8) A notice must include

- (a) an itemized statement of account for the deposit or deposits;**
- (b) a final itemized statement of account for any arrears of rent that the landlord is claiming; and**
- (c) subject to subsection (9), a final itemized statement of account for any repairs that the landlord is claiming.**

I find the respondent in breach of his obligation to provide the statement required pursuant to section 18(7). Although the respondent attempted to provide reasons why he failed to return the security deposit at the hearing, that is not sufficient to waive the obligation set out in the Act.

I find the security deposit to be \$375 and the accrued interest on the deposit to be \$0.10. An order shall issue requiring the respondent to return the deposit and accrued interest to the applicant in the amount of \$375.10.

There is no provision in the *Residential Tenancies Act* that would permit me to issue an order refunding a portion of the rent paid for September, 2011. The applicant's request for relief is denied.

The evidence indicates that the police did not attend the premises to evict the tenant nor did the respondent cause any damage to the applicant's possessions. Any damage was by the applicant's hand. The applicant's request for relief for the alleged damage to his possessions is denied.

Hal Logsdon
Rental Officer