

IN THE MATTER between **SANDY COWGER**, Applicant, and **HARVEY HAMILTON**, Respondent;

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

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

BETWEEN:

SANDY COWGER

Applicant/Tenant

- and -

HARVEY HAMILTON

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 two hundred dollars and twelve cents (\$1200.12).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of May, 2012.

Hal Logsdon
Rental Officer

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BETWEEN:

SANDY COWGER

Applicant/Tenant

-and-

HARVEY HAMILTON

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 27, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Sandy Cowger, applicant
Harvey Hamilton, respondent

Date of Decision: April 27, 2012

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about March 1, 2012. The applicant stated that the respondent had retained the security deposit of \$1200 without providing her with a statement of the deposit or deductions. The applicant acknowledged that an inspection of the premises was done at the commencement of the tenancy agreement but no report was produced. The applicant stated that there was no inspection or inspection report done at the end of the tenancy agreement. She stated that \$600 was paid on December 1, 2010 and the balance of the deposit paid on January 1, 2011. The applicant sought the return of the security deposit and interest.

The respondent did not dispute the allegations and acknowledged that no security deposit statement or inspection reports had been produced. He alleged that there were damages to the premises.

I did not hear any detail on the alleged damages. In my opinion, they are not relevant to the tenant's application. The *Residential Tenancies Act* requires that a landlord conduct inspections at the commencement and the termination of a tenancy and provide a report to the tenant. The following sections of the Act set out these obligations.

- 15. (1) A landlord or his or her agent shall**
- (a) conduct an inspection of the condition and contents of rental premises at the beginning of a tenancy; and**
 - (b) offer the tenant reasonable opportunities to participate in the inspection.**

15.(3) Without delay on the completion of an inspection, the landlord or his or her agent shall

- (a) prepare an entry inspection report;**
- (b) sign the entry inspection report; and**
- (c) provide the tenant with the opportunity to include comments in the entry inspection report and to sign it.**

17.1. (1) A landlord or his or her agent shall

- (a) conduct an inspection of the condition and contents of rental premises vacated by a tenant at the end of a tenancy; and**
- (b) offer the tenant reasonable opportunities to participate in the inspection.**

17.1.(3) Without delay on the completion of an inspection, the landlord or his or her agent shall

- (a) prepare an exit inspection report;**
- (b) sign the exit inspection report; and**
- (c) if the tenant participated in the inspection, provide the tenant with an opportunity to include comments in the exit inspection report and to sign it.**

18.(5) A landlord may not retain any amount of a security deposit or pet security deposit for repairs of damage to the rental premises if the landlord or his or her agent

- (a) fails to complete an entry inspection report and an exit inspection report; or**
- (b) fails, without a reasonable excuse accepted by a rental officer, to give a copy of each report to the tenant.**

There is no evidence to suggest that there were any arrears of rent at the end of the tenancy agreement. As the Act prohibits the retention of the security deposit for repair costs if the landlord has failed to complete the required inspection reports, the security deposit must be returned to the applicant.

I find the interest on the security deposit to be \$0.12. An order shall issue requiring the

respondent to return the security deposit and interest to the applicant in the amount of \$1200.12.

Hal Logsdon
Rental Officer