

IN THE MATTER between **JACQUELINE SITTER**, Applicant, and **JOHN WESTERGREEN**, 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:

JACQUELINE SITTER

Applicant/Tenant

- and -

JOHN WESTERGREEN

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 dollars and two cents (\$300.02).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **JACQUELINE SITTER**, Applicant, and **JOHN WESTERGREEN**, 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:

JACQUELINE SITTER

Applicant/Tenant

-and-

JOHN WESTERGREEN

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **June 13, 2012**

Place of the Hearing: Yellowknife, NT

[illegible]

Date of Decision: **June 13, 2012**

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about April 30, 2012 when the applicant vacated the premises. The applicant stated that she provided a security deposit of \$300 to the respondent. The applicant sought the return of the security deposit and accrued interest.

The applicant stated that she had not received any return of the deposit or any statement of the deposit and deductions. A receipt for the deposit was provided in evidence. She also stated that there was no inspection report completed at the commencement of the tenancy agreement or at the end of the tenancy.

The respondent acknowledged that a \$300 security deposit was paid and submitted a statement and photographs at the hearing. He acknowledged that the statement had never been provided to the applicant, stating that he was never able to contact her. The statement, dated May 5, 2012 indicates the applicant's correct postbox address and her correct email address. The respondent acknowledged that no inspection reports had been completed. He also accused the applicant of taking a ring, a mop and bucket and some personal papers belonging to another tenant. The respondent implied that any refund due to the tenant would be withheld until these items were returned.

The respondent's defence has no merit. Simply put, the respondent was obligated to either return the security deposit with interest or provide the applicant with a statement within ten days after

the tenancy agreement was terminated. He did neither. He cannot offer the statement at the hearing and claim that he was unable to locate her when he had valid service addresses that could have been used to serve the statement by registered mail or email in accordance with the *Residential Tenancies Act*. Having failed to produce the required statement in accordance with the Act, the retention of the security deposit is not justified. I need not consider that the respondent also forfeited his right to deduct any repair costs due to his failure to complete any inspection reports. His failure to provide the statement is sufficient.

An order shall issue requiring the respondent to return the security deposit (\$300) and accrued interest (\$0.02) to the applicant.

Hal Logsdon
Rental Officer