

IN THE MATTER between **COREY THORNHILL**, Applicant, and **ADRIAN GHERGHE**, 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:

**COREY THORNHILL**

Applicant/Tenant

- and -

**ADRIAN GHERGHE**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the retained security deposit and accrued interest to the applicant in the amount of eight hundred dollars and thirty three cents (\$800.33).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of July, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **COREY THORNHILL**, Applicant, and **ADRIAN GHERGHE**, 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:

**COREY THORNHILL**

Applicant/Tenant

-and-

**ADRIAN GHERGHE**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** July 25, 2012

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

**Appearances at Hearing:** Corey Thornhill, applicant

**Date of Decision:** July 25, 2012

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by email. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on May 29, 2012 when the applicant vacated the premises. The applicant testified that he provided the respondent with a security deposit of \$800 and provided a copy of a bank statement indicating that the money was electronically transferred to the respondent on August 4, 2011.

The applicant stated that the respondent has not returned the security deposit or provided him with an itemized statement of the deposit and deductions. The applicant stated that the respondent initially claimed that he did not have the money and later verbally told him that there were damages requiring repair. The applicant stated that there was no inspection of the premises at the commencement or at the termination of the tenancy.

Section 18 of the *Residential Tenancies Act* sets out requirements for written notice where a landlord retains all or part of a security deposit.

- 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.**

Section 18 of the Act also prohibits the retention of the security deposit for repair costs if the required inspection reports have not been completed.

**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.**

The respondent has not complied with either of the above provisions. I find no justification for the retention of the security deposit. I find the accrued interest to be \$0.33.

An order shall issue requiring the respondent to return the retained security deposit and accrued interest to the applicant in the amount of \$800.33.

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Hal Logsdon  
Rental Officer