

IN THE MATTER between **MARK KOPINEC**, Applicant, and **CAMILLA VERBONAC**, 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 **INUVIK, NT.**

BETWEEN:

MARK KOPINEC

Applicant/Tenant

- and -

CAMILLA VERBONAC

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit and interest to the applicant in the amount of one thousand two hundred forty seven dollars and twenty six cents (\$1247.26).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **MARK KOPINEC**, Applicant, and **CAMILLA VERBONAC**, 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:

MARK KOPINEC

Applicant/Tenant

-and-

CAMILLA VERBONAC

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 12, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Mark Kopinek, applicant

Date of Decision: September 12, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on October 11, 2011 when the applicant vacated the premises. The respondent retained the security deposit. The applicant sought the return of the security deposit (\$1500) and interest (\$314) less unpaid rent for 11 days in October (\$532.29) totalling \$1281.71.

Section 68 of the *Residential Tenancies Act* requires that applications be made within six months of the alleged breach but permits a rental officer to extend this time limitation if it is not unfair to do so. In this matter I believe the applicant had reasonable grounds to expect that the respondent would resolve the security deposit issue without recourse to legal action. In correspondence between the parties provided in evidence by the applicant, the respondent states that she will make deductions of unspecified amounts and send the remainder of the deposit to the applicant. She did not do so. When the respondent ceased to communicate with the applicant regarding the security deposit, the application was filed. Leave to extend the time limitation is granted.

The applicant stated that he has never received a statement of the security deposit from the respondent. He also stated that he did not pay any rent for October, 2011 and correctly calculated the 11 days of rent to be \$532.29.

In my opinion, the respondent has no grounds to retain the security deposit because she has failed to provide the itemised statement of the deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*.

The applicant has incorrectly calculated the interest due on the security deposit. He has used compound interest rather than simple interest and has used the wrong interest rate since January, 2011. I find the correct interest to be \$279.55.

Taking into consideration the October, 2011 prorated rent and correcting the amount of interest due I find an amount owing to the applicant of \$1247.26 calculated as follows:

Security deposit	\$1500.00
Interest	279.55
Less October rent	<u>(532.29)</u>
Amount due applicant	\$1247.26

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$1247.26.

Hal Logsdon
Rental Officer