

IN THE MATTER between **DONNAJEAN DE MARTIN**, Applicant, and **MICHELLE BALDWIN**, 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:

**DONNAJEAN DE MARTIN**

Applicant/Tenant

- and -

**MICHELLE BALDWIN**

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 eight hundred dollars and thirty seven cents (\$800.37).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DONNAJEAN DE MARTIN**, Applicant, and **MICHELLE BALDWIN**, 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:

**DONNAJEAN DE MARTIN**

Applicant/Tenant

-and-

**MICHELLE BALDWIN**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** January 23, 2013

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

**Appearances at Hearing:** Donnajean De Martin, applicant

**Date of Decision:** January 23, 2013

### **REASONS FOR DECISION**

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

The applicant alleged that the respondent had retained her security deposit without providing any statement of the deposit or deductions. She sought the return of the security deposit and the accrued interest. She testified that she provided the security deposit to the landlord in lump sum on December 30, 2011. The respondent subsequently purchased the property becoming the applicant's landlord. The applicant terminated the tenancy agreement and vacated the premises on November 30, 2012.

Responding to the Notice of Attendance, the respondent emailed the rental officer on January 22, 2013 stating,

“Unfortunately I am out of town. I concede that I am required to pay the deposit of \$800 to ms. De martin [sic] despite never having received it from the prior landlord or from her directly. I will provide a cheque upon my return and need only to know where to send it or drop it off.”

The respondent has contacted the rental officer on several occasions concerning her obligation to deal with the security deposit and permitted deductions. On December 8, 2012 in an email to the rental officer she expressed her willingness to return the deposit but stated that she did not have an address for the applicant. Although the applicant's address was included on the *Application to a Rental Officer*, the rental officer replied to her email on December 10, 2012 providing her with

the applicant's mailing address.

The applicant stated that she had made several attempts to collect the deposit without success.

I find no justification for the retention of the security deposit. The respondent has not provided any statement of deductions. It would appear that the security deposit was not considered when the property was purchased by the respondent. It should have been an adjustment on the sale, similar to taxes, utilities, etc. Because the respondent neglected to do so is not grounds for her to retain the deposit.

Although the respondent concedes that the deposit should be returned to the applicant, she has failed to do so. Regrettably, it appears that an order will be necessary to enable the resolution of this matter.

I find the interest due on the deposit to be \$0.37. An order shall issue requiring the respondent to return the security deposit and accrued interest to the applicant in the amount of \$800.37.

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Hal Logsdon  
Rental Officer