

IN THE MATTER between **IAN WILLS**, Applicant, and **ADELE WOODILL**,
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:

IAN WILLS

Applicant/Tenant

- and -

ADELE WOODILL

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the remainder of the security deposit to the applicant in the amount of seventy five dollars (\$75.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **IAN WILLS**, Applicant, and **ADELE WOODILL**,
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:

IAN WILLS

Applicant/Tenant

-and-

ADELE WOODILL

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: **July 5, 2013**

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

Appearances at Hearing: **Ian Wills, applicant (by telephone)**

Date of Decision: **July 5, 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 tenancy agreement between the parties commenced on January 2, 2013 and was terminated on March 31, 2013. The applicant provided a \$400 security deposit. The applicant testified that there was no inspection report done at either the beginning or the end of the tenancy. At the end of the tenancy, the respondent returned \$325 of the principal and interest of \$0.05, retaining \$75 for alleged damage to a vacuum cleaner.

Section 18(5) of the *Residential Tenancies Act* prohibits a landlord from deducting repairs of damages from a security deposit when inspection reports have not been completed. This provision came into force on September 1, 2010.

- 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.**

I need not determine whether the vacuum cleaner was damaged by the tenant or failed due to normal wear and tear. The respondent has forfeited her right to deduct any repair costs from the deposit regardless of why the repairs were necessary.

An order shall issue requiring the respondent to return the remainder of the security deposit in the amount of \$75 to the applicant.

Hal Logsdon
Rental Officer