

IN THE MATTER between **METO MEMEDOVSKI**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

**METO MEMEDOVSKI**

Applicant/Tenant

- and -

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of March, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **METO MEMEDOVSKI**, Applicant, and **NPR LIMITED PARTNERSHIP**, 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:

**METO MEMEDOVSKI**

Applicant/Tenant

-and-

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** January 29, 2014

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

**Appearances at Hearing:** Meto Memedovski, applicant  
Connie Diener, representing the respondent

**Date of Decision:** January 29, 2014

### **REASONS FOR DECISION**

The style of cause of the order was amended to reflect the legal name of the respondent.

The tenancy agreement was terminated on November 30, 2013 when the applicant vacated the rental premises. The respondent retained the security deposit (\$720) and interest (\$0.22) applying it to rent arrears (\$1471.02), general cleaning (\$160), carpet cleaning (\$300) and a lock change (\$52.50) resulting in a balance owing the landlord of \$1263.30.

The applicant testified that he left the premises in a clean state, including the carpet and disputed the charges for general cleaning and carpet cleaning. He also stated that he did return the key but that it never worked and he never used it to lock the premises. He disputed the lock charges.

The application was made pursuant to section 18 of the *Residential Tenancies Act* which permits a tenant to file an application for the return of all or part of a retained security deposit.

- 18.1. Where, on the application of a tenant, a rental officer determines that a landlord has breached an obligation under section 18, or has failed to return an amount of a security deposit, pet security deposit or both that is owing to the tenant, the rental officer may make an order**
- (a) requiring the landlord to comply with the landlord's obligation;**
  - or**
  - (b) requiring the landlord to return all or part of the security deposit, pet security deposit or both.**

The applicant clearly does not agree with the charges for cleaning, carpet cleaning or the lock change. He did not dispute the rent arrears. However, even if the cleaning, carpet cleaning and

lock charges did not exist, the respondent would be justified in retaining the security deposit as the rent arrears alone exceed the amount of the deposit and accrued interest. Therefore, I am unable to order the return of any of the security deposit.

The *Residential Tenancies Act* does not contain a provision whereby a tenant may make an application disputing a charge other than a rent increase. Apparently, it is assumed that if a tenant is charged for something that they disagree with, they will not pay it, forcing the landlord to make an application for relief. Should that occur, then the tenant has the opportunity to dispute the charge at the hearing for the landlord's application. This is no doubt preferable as the landlord then bears the burden of proof rather than the tenant.

Because the landlord is entitled to retain the security deposit and there is no remedy available to the tenant on his application, I must dismiss the application.

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Hal Logsdon  
Rental Officer