

IN THE MATTER between **NATU BEARWOLF**, Applicant, and **FLORIDA AMIT**,  
Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NATU BEARWOLF**

Applicant/Tenant

- and -

**FLORIDA AMIT**

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 to the applicant in the amount of one thousand five hundred sixteen dollars and fifty nine cents (\$1516.59).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of May,  
2014.

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Hal Logsdon  
Rental Officer

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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:

**NATU BEARWOLF**

Applicant/Tenant

-and-

**FLORIDA AMIT**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 17, 2014

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

**Appearances at Hearing:** Natu Bearwolf, applicant  
Florida Amit, respondent

**Date of Decision:** May 11, 2014

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on November 15, 2013 when the applicant vacated the premises. The respondent returned \$77.61 of the security deposit (\$1750) and interest (\$70.60), retaining \$1742.99 for repairs, cleaning and utility bills. The deduction were as follows:

Door repairs	\$1010.32
Steam Cleaning	90.00
Utility bill Nov/12	185.14
Utility bill Nov/13	157.53
Cleaning	<u>300.00</u>
Total	\$1742.99

The applicant did not dispute the utility bill for \$157.53. She stated that there was no inspection report done at the commencement or the end of the tenancy which would disqualify the respondent from making any deductions from the security deposit except rent arrears.

The applicant disputed the remaining deductions from the deposit and sought the return of an additional \$1585.26 of the deposit.

Section 18(5) of the *Residential Tenancies Act* prohibits the deduction of repair costs from a security deposit if the landlord fails to do the required inspection reports at the commencement and at the end of the tenancy.

- 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.**

Utility bills may not normally be deducted from a security deposit as they are neither arrears of rent or repair costs. However, because the applicant acknowledged that she had failed to pay the one utility bill, I shall consider it. I note that the amount of the utility charge is, in fact, \$157.55 as evidence by the receipt provided in evidence by the respondent.

I also note that the interest provided by the respondent on the security deposit statement is considerably more than the amount prescribed by the regulation.

**2. For the purposes of subsection 16(1) of the Act, a landlord shall calculate simple interest on a security deposit or pet security deposit at a rate that is equal to the Chartered Bank Administered Interest Rate for Non-Chequable Savings Deposits established by the Bank of Canada, in effect on January 1 in the year that the interest is credited.**

**16. (1) A landlord who receives an amount as a security deposit or pet security deposit in respect of rental premises shall calculate interest on the amount, at a rate determined in accordance with the regulations, and shall annually credit the interest to the tenant on the statement of account maintained in respect of the deposit.**

The interest rate during the term of this tenancy agreement was 0.05%. The respondent has calculated the interest at 1.9% compounded monthly. I calculate the applicable interest as \$1.75.

Taking the accurate utility bill amount and the proper interest rate, I find an amount of the retained security deposit to be returned to the applicant as \$1516.59, calculated as follows:

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Security deposit	\$1750.00
Interest	1.75
Utility bill	(157.55)
less returned portion	<u>(77.61)</u>
Total	\$1516.59

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$1516.59.

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Hal Logsdon  
Rental Officer