

IN THE MATTER between **DONNAJEAN DE MARTIN**, Applicant, and **SUSAN ENGE**, 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 -

SUSAN ENGE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent will return the retained portion of the security deposit and accrued interest in the amount of thirty five dollars and four cents (\$35.04) to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **DONNAJEAN DE MARTIN**, Applicant, and **SUSAN ENGE**, 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-

SUSAN ENGE

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 24, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Donnajeane De Martin, applicant
Susan Enge, respondent

Date of Decision: April 24, 2014

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on October 22, 2013 when the applicant vacated the premises. The respondent retained \$35 of the \$675 security deposit, returning \$640 to the applicant. The applicant alleged that the respondent failed to conduct an inspection at the commencement of the tenancy agreement and sought the return of the remainder of the security deposit.

The applicant also sought an order requiring the respondent to return a portion of the prepaid rent for October, representing the days she was not in possession of the premises.

The respondent acknowledged that there was no inspection report completed at the commencement of the tenancy agreement. The parties agreed that the rent was paid in full.

Section 18(5) prohibits a landlord from retaining any part of a security deposit for repairs if the landlord fails to provide entry and exit inspections reports.

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.**

Clearly, the respondent has forfeited their right to retain any part of the security deposit. There

has been no interest applied to the deposit which I find to be \$0.04. An order shall issue requiring the respondent to return the balance of the security deposit and accrued interest of \$35.04 to the applicant.

In the matter of prepaid rent, the tenancy was monthly and the applicant paid the October rent in advance. She vacated before the end of the rent period. The respondent served the applicant with a notice dated September 22, 2013 that she would like the applicant to move out on October 22, 2013. The applicant complied with her request and moved out on the 22nd. There is no evidence to suggest that the landlord interfered with the applicant's possession and it appears she moved out voluntarily. There are no grounds for compensation. The applicant's request for the return of prepaid rent is denied.

Hal Logsdon
Rental Officer