

IN THE MATTER between **ROSTAM AKHTARKHAVARI**, Applicant, and  
**MANUEL BERLIN**, 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:

**ROSTAM AKHTARKHAVARI**

Applicant/Tenant

- and -

**MANUEL BERLIN**

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 three hundred dollars and two cents (\$300.02).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of June,  
2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **AKHTARKHAVARI**, Applicant, and **MANUEL BERLIN**, 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:

**ROSTAM AKHTARKHAVARI**

Applicant/Tenant

-and-

**MANUEL BERLIN**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2014

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

**Appearances at Hearing:** Rostam Akhtarkhavari, applicant

**Date of Decision:** April 24, 2014

### **REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but an attempt was made by Canada Post on April 16, 2014 and a notice was left at the respondent's residence indicating that the item could be picked up at the post office. A voice mail message was left at the respondent's home phone number indicating the time, place and date of the hearing. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondent had retained his \$300 security deposit after he moved out of the premises on February 28, 2014. The applicant testified that he had not received any statement of the security deposit and that there was no inspection of the premises done at the commencement of the tenancy agreement on January 1, 2014.

Section 18 of the *Residential Tenancies Act* requires a landlord who intends to withhold any of the security deposit to provide an itemized statement of deductions. Section 18 also prohibits a landlord from deducting any repair costs from a security deposit if a check-in inspection is not completed. Since these requirements were not met, the respondent is not entitled to retain any part of the security deposit.

I find the respondent in breach of section 18 of the *Residential Tenancies Act*. I find the accrued

interest to be \$0.02. An order shall issue requiring the respondent to return the security deposit and accrued interest totalling \$300.02 to the applicant.

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Hal Logsdon  
Rental Officer