

IN THE MATTER between **NASTASSJA HUNTER**, Applicant, and **AFM HOLDINGS LTD.**, 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 **HAY RIVER, NT.**

BETWEEN:

**NASTASSJA HUNTER**

Applicant/Tenant

- and -

**AFM HOLDINGS LTD.**

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 nine hundred forty four dollars and seventy four cents (\$944.74).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of September, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NASTASSJA HUNTER**, Applicant, and **AFM HOLDINGS LTD.**, 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:

**NASTASSJA HUNTER**

Applicant/Tenant

-and-

**AFM HOLDINGS LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** August 15, 2014

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Nastassja Hunter, applicant  
Sandra Lester, representing the respondent

**Date of Decision:** September 26, 2014

**REASONS FOR DECISION**

The respondent confirmed that the legal name of the landlord was AFM Holdings Ltd. The order shall reflect the legal name of the landlord.

The applicant alleged that the respondent had breached the *Residential Tenancies Act* by failing to return the security deposit or providing her with an itemised statement of the deposit and deductions. She sought the return of the deposit and accrued interest.

The parties agreed that a security deposit of \$925 was provided in two installments on March 1, 2009 (\$500) and April 1, 2009 (\$425). The applicant stated that a walk-through was conducted at the commencement of the tenancy but no written check-in report was completed. There was no check out condition report completed either. The applicant stated that she had not received a statement of the security deposit.

The respondent filed a statement and photographs with the rental officer just prior to the hearing on August 15, 2014. The statement claims that the respondent incurred the following repair and cleaning costs:

Carpet cleaning	\$198
Closet repair	\$200
Patch and paint	\$828

The respondent also states that the oven/stove was not cleaned and that the applicant failed to

give proper notice. She states that due to the extensive repairs she was not able to rent the unit until May 1. She concludes by stating that the applicant “actually owes AFM money”.

Section 18(7) of the *Residential Tenancies Act* requires a landlord to promptly return the deposit or provide a tenant with statement of deductions after a tenancy agreement has ended.

**18.(7) A landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises,**  
**(a) give written notice to the tenant of that intention; and**  
**(b) subject to subsection (9), return the balance of the deposit or deposits to the tenant.**

Subsections 9 and 10 permit the extension of the 10 day time period if the repairs are extensive but the landlord must provide an estimated statement within ten days and a final statement within 45 days.

Although I do not consider the repairs that the respondent claims were necessary to be particularly extensive, the respondent could have nevertheless invoked subsections 9 and 10 to provide additional time to prepare and serve the required final statement of the security deposit. She did not, however, provide the required estimated statement and failed to provide any statement until the day of the hearing, some three and a half months after the applicant vacated the premises. In my opinion, the respondent has not complied with the provisions of section 18 and therefore has no right to retain the security deposit.

I calculate the interest on the deposit to be \$19.74. An order shall issue requiring the respondent to return the security deposit and accrued interest in the amount of \$944.74 to the applicant.

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Hal Logsdon  
Rental Officer