

IN THE MATTER between **CLYDE ELIAS AND AMANDA QUINN**, Applicants, 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") as amended;

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

BETWEEN:

**CLYDE ELIAS AND AMANDA QUINN**

Applicants/Tenants

- and -

**NPR LIMITED PARTNERSHIP**

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 applicants forthwith in the amount of six hundred ten dollars and thirty six cents (\$610.36).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April,  
2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **CLYDE ELIAS AND AMANDA QUINN**, Applicants, 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:

**CLYDE ELIAS AND AMANDA QUINN**

Applicants/Tenants

-and-

**NPR LIMITED PARTNERSHIP**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** March 11, 2015

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

**Appearances at Hearing:** Clyde Elias, applicant  
Amanda Quinn, applicant  
Metslal Mesgun, representing the respondent

**Date of Decision:** March 11, 2015

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on December 31, 2014 when the applicants vacated the premises. The respondent retained the security deposit (\$610) and accrued interest (\$0.36) applying it against repair costs (\$219.93) and loss of future rent (\$1220) and provided a statement of account to the applicants showing a balance owing of \$829.57.

The applicants alleged that the repair charges for carpet cleaning were unreasonable claiming the carpet was clean and the respondent failed to provide any inspection report at the end of the tenancy. The applicants stated that the compensation for lost rent was also unreasonable as they were forced to leave due to an unsafe living environment.

Section 18(5) of the *Residential Tenancies Act* prohibits a landlord from deducting repair costs from a security deposit if the required inspection reports are not completed.

- 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.**

I need not consider whether the deductions for the carpet cleaning are reasonable as they are considered to be repairs and the respondent is not entitled to deduct the costs for the security deposit.

Compensation for lost rent is not arrears of rent. It may not be deducted from a security deposit. I need not consider if the tenant abandoned the premises, the landlord lost rent or made reasonable attempts to mitigate any loss. The landlord has made no application for this relief.

I find the respondent in breach of section 18 of the Act. An order shall issue requiring the respondent to return the security deposit and accrued interest of \$610.36 to the applicants forthwith.

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Hal Logsdon  
Rental Officer