

IN THE MATTER between **ANTHONY DEVLIN**, Applicant, and **BARBARA KIELY**, 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 **INUVIK, NT.**

BETWEEN:

ANTHONY DEVLIN

Applicant/Tenant

- and -

BARBARA KIELY

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return to the applicant the security deposit and accrued interest in the amount of one thousand five hundred one dollars and seventy nine cents (\$1501.79).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of October, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **ANTHONY DEVLIN**, Applicant, and **BARBARA KIELY**, 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:

ANTHONY DEVLIN

Applicant/Tenant

-and-

BARBARA KIELY

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 9, 2015

Place of the Hearing: Inuvik, NT via telephone

Appearances at Hearing: Anthony Devlin, applicant
Barbara Kiely, respondent

Date of Decision: October 28, 2015

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on April 30, 2015. The applicant alleged that the respondent had failed to return the security deposit and had failed to provide a check-in inspection report at the commencement of the tenancy or a check-out inspection report at the end of the tenancy. The applicant sought an order requiring the respondent to return the retained deposit and accrued interest.

The parties agreed that a security deposit of \$1500 was required and provided to the landlord.

Sections 15 and 17.1 of the *Residential Tenancies Act* set out requirements to conduct inspections of the premises at the commencement and at the termination of a tenancy agreement and provide written inspection reports to the tenant.

- 15. (1) A landlord or his or her agent shall**
 - (a) conduct an inspection of the condition and contents of rental premises at the beginning of a tenancy; and**
 - (b) offer the tenant reasonable opportunities to participate in the inspection.**

- 15. (3) Without delay on the completion of an inspection, the landlord or his or her agent shall**
 - (a) prepare an entry inspection report;**
 - (b) sign the entry inspection report; and**
 - © provide the tenant with the opportunity to include comments in the entry inspection report and to sign it.**

- 17.1 (1) A landlord or his or her agent shall**
- (a) conduct an inspection of the condition and contents of rental premises vacated by a tenant at the end of a tenancy; and**
 - (b) offer the tenant reasonable opportunities to participate in the inspection.**
- 17.1 (3) Without delay on the completion of an inspection, the landlord or his or her agent shall**
- (a) prepare an exit inspection report;**
 - (b) sign the exit inspection report; and**
 - © if the tenant participated in the inspection, provide the tenant with an opportunity to include comments in the exit inspection report and to sign it.**

Section 18(5) of the Act prohibits a landlord from retaining any amount from a security deposit for repairs if the obligations contained in sections 15 and 17.1 are breached

- 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.**

The respondent acknowledged that they had not completed a check-in inspection report until after a year had past since the commencement of the tenancy and had not completed a check-out inspection. In my opinion, the respondent offered no reasonable excuse for failing to do the inspections or provide reports to the applicant.

I need not determine if the respondent's allegations concerning alleged damage to the premises

constitutes a breach of the applicant's obligation to repair. The Act does not prevent the applicant from seeking relief through an application pursuant to section 42 but I have no such application before me at this time.

I find the respondent in breach of the provisions contained in sections 15 and 17.1. An order shall issue requiring the respondent to return the security deposit and accrued interest in the amount of \$1501.79 to the applicant.

Hal Logsdon
Rental Officer