

IN THE MATTER between **Jacque Lin Bradley**, Applicant, and **Derise Michelle Rehm-Lepine**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **town of Fort Smith in the Northwest Territories**.

BETWEEN:

**JACQUE LIN BRADLEY**

Applicant/Tenant

- and -

**DERISE MICHELLE REHM-LEPINE**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the landlord must return the retained portion of the security deposit plus interest to the tenant in the amount of \$400.70 (four hundred dollars seventy cents).

DATED at the City of Yellowknife in the Northwest Territories this 16th day of November 2015.

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Adelle Guigon  
Deputy Rental Officer

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BETWEEN:

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**DERISE MICHELLE REHM-LEPINE**

Respondent/Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 20, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Jacque Lin Bradley, applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 20, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Jacque Lin Bradley as the applicant/tenant against Derise Michelle Rehm-Lepine as the respondent/landlord was filed by the Rental Office August 24, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 23 Poppy Crescent in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail deemed served September 8, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act).

The applicant alleged the respondent had failed to return the security deposit plus interest in accordance with the Act and requested an order for the return of the retained portion of the security deposit plus interest. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for October 20, 2015, by teleconference. Ms. Jacque Lin Bradley appeared as applicant/tenant. Ms. Derise Michelle Rehm-Lepine was served a notice of attendance by registered mail signed for October 7, 2015. Ms. Rehm-Lepine did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the Act.

#### *Tenancy agreement*

A written tenancy agreement entered into evidence establishes an agreement between the parties for the rental premises known as 23 Poppy Crescent. The tenancy commenced April 1, 2014. The tenant testified and provided evidence that she returned possession of the rental premises to the landlord on July 31, 2015. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act, and that the tenancy ended July 31, 2015.

#### *Security deposit*

Section 16 of the Act requires a landlord to calculate interest on the security deposit and credit that interest to the security deposit up to the date the tenant vacates the rental premises.

Section 18(3) of the Act requires a landlord to return the security deposit plus interest and itemized statement of account to the tenant within 10 days after the day the tenant vacates the rental premises.

Section 18(5) of the Act prohibits a landlord from retaining any portion of the security deposit plus interest for repairs of damage to the rental premises if the landlord has not completed written entry and exit inspection reports or fails to give a copy of each report to the tenant.

The tenant testified that a written entry inspection report was conducted at the commencement of the tenancy, but she was never provided with a copy of the report. She also testified that while an exit inspection was conducted on July 31, 2015, with both the landlord and the tenant present, a written report was not completed.

A security deposit of \$1,200 was paid by the tenant on March 28, 2014, and a pet security deposit of \$400 was paid by the tenant on April 3, 2014. Interest on the total security deposits calculated in accordance with the Act and *Residential Tenancies Regulations* (the Regulations) comes to \$0.70. The total security deposits including interest amount to \$1,600.70.

The landlord returned \$1,200 to the tenant on August 11, 2015. The tenant requested an explanation for the retention of the remaining security deposit. The landlord replied by email on August 18, 2015, listing damages and an unpaid power bill as reasons for retaining a portion of the security deposit; no mention or accounting was made for the \$0.70 interest.

The legislation is clear that a landlord may not retain the security deposit against damages unless there is both a written entry and exit inspection report and the tenant has received a copy of both. I am satisfied that the landlord has not provided a copy of the written entry inspection report to the tenant, nor has a written exit inspection report been completed. As such, the landlord is obligated to return the total security deposit plus interest to the tenant.

#### *Order*

Acknowledging the tenant has received \$1,200 of the security deposits, an order will issue requiring the landlord to return the remaining security deposits plus interest to the tenant in the amount of \$400.70.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Tenancy agreement signed March 3, 2015

Exhibit 2: Emails between applicant and respondent dated August 17 and 18, 2015

Exhibit 3: E-transfer history dated from March 14, 2014, to June 27, 2015

Exhibit 4: INTERAC e-transfer confirmation dated March 14, 2014

Exhibit 5: Text messages between applicant and respondent dated: July 15, 2015; August 4, 2015; August 7, 2015; August 10, 2015; August 11, 2015; August 12, 2015; August 13, 2015; August 14, 2015