

IN THE MATTER between **Adeline Sanguez**, Applicant, and **Leah Wasylyshyn**,
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:

ADELINE SANGUEZ

Applicant/Tenant

- and -

LEAH WASYLYSHYN

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the landlord must return to the tenant the security deposit in an amount totalling \$1,350.07 (one thousand three hundred fifty dollars seven cents).

DATED at the City of Yellowknife in the Northwest Territories this 9th day of February
2016.

Adelle Guigon
Deputy Rental Officer

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 3, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Adeline Sanguéz, applicant Leah Wasylyshyn, respondent
<u>Date of Decision:</u>	February 3, 2016

REASONS FOR DECISION

An application to a rental officer made by Adeline Sanguez as the applicant/tenant against Leah Wasylyshyn as the respondent/landlord was filed by the Rental Office November 20, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The applicant served a copy of the filed application on the respondent by email confirmed received January 7, 2016.

The applicant alleged the respondent had failed to return the security deposit in accordance with the *Residential Tenancies Act* (the Act) and requested an order for the return of her security deposit. Evidence presented is listed in Appendix A attached to this order.

A hearing was scheduled for February 3, 2016, by teleconference. Ms. Adeline Sanguez appeared as applicant. Ms. Leah Wasylyshyn appeared as respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a written tenancy agreement between them for the rental premises identified as 8 Mercredi Avenue in Fort Smith, Northwest Territories, commencing May 1, 2015. The monthly rent was set at \$1,350. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Return of security deposit

The parties agreed that the tenancy ended when the tenant vacated the rental premises on October 14, 2015. A security deposit of \$1,350 had been paid by the tenant on April 11, 2015.

The landlord recalled completing an entry inspection report upon commencement of the tenancy, but could not confirm whether or not the tenant received a copy of the entry inspection report. The tenant denies ever receiving a copy of the entry inspection report.

The landlord did not know whether or not her in-town agent had conducted an exit inspection of the rental premises as scheduled on October 14, 2015. She did not have a completed exit inspection report. The tenant indicated she did not participate in an exit inspection, nor did she receive a copy of an exit inspection report.

The parties agreed that neither the security deposit nor an itemized statement of account have been prepared and provided by the landlord to the tenant.

Sections 15(1), 15(3) and 15(5) of the Act require a landlord to conduct an entry inspection of the rental premises at the commencement of a tenancy, prepare an entry inspection report without delay upon completing the entry inspection, and provide the tenant with a signed copy of the report within five days of the inspection. I find the landlord in breach of section 15(5) by failing to provide the tenant with a copy of the signed entry inspection report.

Sections 17.1(1), 17.1(2), 17.1(3) and 17.1(5) of the Act requires a landlord to conduct an exit inspection of the rental premises at the end of the tenancy or within one week after the day the landlord ascertains that the tenant has abandoned the rental premises, prepare an exit inspection report without delay upon completing the exit inspection, and provide the tenant with a signed copy of the report within five days of the inspection. I find the landlord in breach of section 17.1(3) by failing to prepare an exit inspection report.

Sections 18(3) of the Act requires a landlord to return the security deposit with an itemized statement of account to the tenant within 10 days of the tenant vacating the rental premises.

Sections 18(4) and 18(5) of the Act permits a landlord to retain the security deposit against repairs of damages to the rental premises, but only if the landlord has completed both entry and exit inspection reports and provided a copy of both reports to the tenant.

Section 18(7) of the Act requires a landlord who intends to withhold all or a portion of a security deposit to give written notice to the tenant of that intention, itemize what the security deposit is being retained for, and return any remaining balance of the security deposit, within 10 days of the tenant vacating the rental premises.

Having determined that the landlord did not give a copy of the entry inspection report to the tenant and did not prepare an exit inspection report, I am satisfied the landlord did not have the authority to retain any portion of the tenant's security deposit against repairs of damages. Having heard from both parties that the security deposit has not to date been returned to the tenant, I find the landlord in breach of section 18(3) by failing to return the security deposit to the tenant within 10 days of the tenant vacating the rental premises.

Order

An order will issue requiring the landlord to return to the tenant the full security deposit, including interest, in the amount of \$1,350.07.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Tenancy agreement dated April 12, 2015
- Exhibit 2: Text message conversation between Leah Wasylyshyn and Adeline Sanguez dated September 2 and 3, 2015
- Exhibit 3: Email conversations between Adeline Sanguez and Leah Wasylyshyn dated September 11 and October 1, 2015
- Exhibit 4: Deposit invoice number 158969 from TDC Contracting Ltd. To Adeline Sanguez dated October 7, 2015
- Exhibit 5: Delivery invoice from TDC Contracting Ltd. To Adeline Sanguez dated October 7, 2015
- Exhibit 6: String of text messages between applicant and respondent dated from April 2 to September 11, 2015
- Exhibit 7: 28 photographs
- Exhibit 8: Written submission from applicant received by email January 27, 2016
- Exhibit 9: Emails from lwasylyshyn@hotmail.com to Adeline Sanguez dated: October 8, 2015; September 28, 2015; September 25, 2015