

IN THE MATTER between **MOHAMMED QUAID UDDIN**, Applicant, 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:

MOHAMMED QUAID UDDIN

Applicant/Tenant

- 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 a portion of the retained security deposit to the tenant in the amount of six hundred fifty nine dollars and sixty three cents (\$659.63).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of March, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **MOHAMMED QUAID UDDIN**, Applicant, 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:

MOHAMMED QUAID UDDIN

Applicant/Tenant

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: January 28, 2016 and continued on February 4, 2016

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Mohammed Quaid Uddin, applicant
Metslal Mesgun, representing the respondent
Debbie Angasuk, witness for the respondent

Date of Decision: March 10, 2016

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on October 25, 2015 when the applicant vacated the premises. The applicant had given notice to terminate the tenancy on October 31, 2015 but gave up possession early. The landlord retained the security deposit (\$1495) and accrued interest (\$1.86) applying it against the balance on account as at October 31 (\$837.23), repair costs (\$4517), GST (\$45.17) and an administration fee (\$903.40) resulting in a balance owing to the landlord of \$4805.94. The respondent provided a copy of a “move out statement” to the applicant showing a balance owing of \$4805.94.

The applicant disputed all of the charges for repair costs, including the GST and administration charges, and testified that the rent had been paid in full. Referring to a previous order (files #10-14870 & 10-14887, filed on October 5, 2015), he submitted that the landlord owed him \$555. He calculated this by considering the amount he had been ordered to pay the landlord (\$1440) plus the amount the landlord had been ordered to pay him (\$500) plus the principal of the security deposit (\$1495).

Previous order	\$500
Security deposit	1495
Previous order	<u>(1440)</u>
Total	\$555

The applicant sought relief of \$555.

The applicant acknowledged that an inspection of the premises had been completed, with himself present, at the commencement of the tenancy agreement and that he had received a copy of the inspection report. He testified that he was not present at the inspection of the premises at the end of the tenancy and was not provided with an inspection report. The respondent testified that they had provided the applicant with a copy of the inspection report but later recanted that testimony, stating that the applicant only wanted a copy of the move out report and the tally sheet which itemised the repair costs.

Section 18(5) of the *Residential Tenancies Act* prohibits a landlord from retaining any portion of a security deposit if the required inspection reports have not been completed or copies provided to the tenant.

- 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.**

Providing a copy of the inspection reports is a statutory requirement. Regardless of whether a tenant asks for a copy or waives his right to a copy, the inspection reports should be provided. Only in cases where there is some impediment to the delivery of the reports, such as having no address or contact information for the tenant, should the failure to provide the required reports be accepted. Therefore I shall not consider the repair costs, cleaning costs or associated GST or administrative costs deducted from the security deposit. Should the applicant wish to pursue an order for these costs they must do so through an application pursuant to section 42 of the Act.

The move out statement itemises the security deposit principal and the accrued interest but does not itemise the costs of the repairs nor does it identify what portion of the October 31 balance of \$837.23 represents rent arrears. Section 18(8) sets out the required contents of a security deposit notice:

18.(8) A notice must include

- (a) an itemized statement of account for the deposit or deposits;**
- (b) a final itemized statement of account for any arrears of rent that the landlord is claiming; and**
- (c) subject to subsection (9), a final itemized statement of account for any repairs that the landlord is claiming.**

The balance of the account on October 31 includes more than just arrears of rent. It also includes a debit for a previously ordered amount, a credit for a previously ordered amount and two charges for failing to prepare the apartment for pest control. In fact, there are no rent arrears, but a credit balance of \$327.77

October 31 balance	\$837.23
Ordered amount	(1440.00)
Pest control charge	(100.00)
Pest control charge	(125.00)
Ordered amount	<u>500.00</u>
Rent arrears	(\$327.77)

The applicant acknowledged his responsibility for the pest control charges. Although these charges should not be deducted from a security deposit, I see no reason why they can not be considered here along with the previously ordered amounts. I find an amount owing to the applicant of \$659.63 calculated as follows:

Security deposit	(\$1495.00)
Interest	(1.86)
Rent arrears	<u>(327.77)</u>
Subtotal	(\$1824.77)
Ordered amount	1440.00
Ordered amount	(500.00)
Pest control	100.00
Pest control	<u>125.00</u>
Total	(\$659.63)

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$659.63

Hal Logsdon
Rental Officer