

IN THE MATTER between **Fairen Laviolette**, Applicant, and **Satdeo Inc.**, 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**, Rental Officer, regarding a rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

FAIREN LAVIOLETTE

Applicant/Tenant

- and -

SATDEO INC.

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent/landlord must return to the applicant/tenant the security deposit in the amount of \$1,380.05 (one thousand three hundred eighty dollars five cents).

DATED at the City of Yellowknife in the Northwest Territories this 26th day of April 2016.

Adelle Guigon
Rental Officer

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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,

BETWEEN:

FAIREN LAVIOLETTE

Applicant/Tenant

-and-

SATDEO INC.

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: April 20, 2016

Place of the Hearing: Hay River, Northwest Territories, by teleconference

Appearances at Hearing: Fairen Laviolette, applicant
Malay Das, representing the respondent

Date of Decision: April 20, 2016

REASONS FOR DECISION

An application to a rental officer made by Fairen Laviolette as the applicant/tenant against Harry Satdeo as the respondent/landlord was filed by the Rental Office February 25, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent March 3, 2016.

The applicant alleged the respondent had failed to return the security deposit in accordance with the *Residential Tenancies Act* (the Act). An order was sought for the return of the security deposit.

A hearing was scheduled for April 20, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Ms. Fairen Laviolette appeared as applicant/tenant. Mr. Malay Das appeared representing the respondent/landlord.

Preliminary matters

The application to a rental officer identified the landlord as Harry Satdeo. The parties agreed at hearing that although Harry Satdeo is the owner of the residential complex, he owns it through his company known as Satdeo Inc. and as such the landlord should properly be identified as Satdeo Inc. Going forward, the style of cause will reflect Satdeo Inc. as the respondent/landlord.

Tenancy agreement

The parties agreed that a verbal tenancy agreement had been entered into between the tenant and the landlord for the rental premises known as #1708, 3 Capital Drive, in Hay River, Northwest Territories. The tenancy commenced August 21, 2016. The rent was set at \$1,800 per month. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and security deposit

The parties agreed that the tenant had given notice of her intention to end the tenancy effective December 23, 2015. The landlord did not agree in writing to end the tenancy December 23rd, but did accept the tenant's notice for December 31st. The tenant in fact vacated the rental premises December 23rd. The landlord was unable to secure a new tenant prior to January 1, 2016.

The tenant provided within her application photocopies of money orders addressed to Satdeo Inc. reflecting rent payments made throughout the tenancy. They indicate that a prorated rent for August was paid in the amount of \$580 and that the tenant paid a prorated amount of \$1,380 for December. The rents for September to November were paid in full and on time.

The landlord provided an itemized statement of account for the security deposit to the tenant, returning \$150. However, the statement and the cheque were both made out to P. Laviolette where the tenant's name is Fairen Laviolette. The tenant was unable to cash the cheque, and at any rate disputed that it was the full amount due to her.

The tenant claimed she should not be held accountable for the full rent for December because she vacated eight days early. However, section 52(1)(c) of the Act specifies that a tenant must give the landlord at least 30 days written notice to terminate a month-to-month tenancy for the end of a period of the tenancy. The period of this tenancy is the first to last day of the month, which means the applicant's notice to the landlord effectively terminated the tenancy on the 31st day of December. The landlord was unable to secure a new tenant for when the applicant vacated the rental premises, therefore the applicant is liable for the full month's rent, which was due and payable on the 1st of December.

The landlord's representative claimed that the prorated rent of \$580 for August was improperly calculated and that it should have been \$638.71. The tenant disputed this, having dealt with Mr. Blaine Maillet, the landlord's on-site manager, who agreed with and accepted the prorated rent of \$580. No evidence was presented suggesting that the tenant had been immediately notified of any error in the prorated calculation prior to this hearing. The itemized statement of account for the security deposit even applied the full rent of \$1,800 for August. I am satisfied the prorated rent for August was agreed at \$580.

Based on the pro-rated rent for August of \$580 and the full rent of \$1,800 for December, I find the tenant had rental arrears in the amount of \$420 when the tenancy was terminated.

The security deposit was paid in two installments of \$900 on August 21st and October 5th. Interest calculated on the security deposit amounts to \$0.05. The rental arrears of \$420 should appropriately be retained by the landlord against the total security deposit of \$1,800.05. An order for the return of the security deposit will account for this.

Order

An order will issue requiring the respondent/landlord to return the remaining security deposit of \$1,380.05 to the applicant/tenant.

Adelle Guigon
Rental Officer