

IN THE MATTER between **Danielle Meyok**, Applicant, and **Kam Hogan**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**DANIELLE MEYOK**

Applicant/Tenant

- and -

**KAM HOGAN**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is denied.

DATED at the City of Yellowknife in the Northwest Territories this 25th day of April 2016.

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Adelle Guigon  
Rental Officer

IN THE MATTER between **Danielle Meyok**, Applicant, and **Kam Hogan**, 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,

BETWEEN:

**DANIELLE MEYOK**

Applicant/Tenant

-and-

**KAM HOGAN**

Respondent/Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>April 19, 2016</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Danielle Meyok, applicant Kam Hogan, respondent</b>
<b><u>Date of Decision:</u></b>	<b>April 22, 2016</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Danielle Meyok as the applicant/tenant against Kam Hogan as the respondent/landlord was filed by the Rental Office March 4, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for March 8, 2016.

The applicant alleged the respondent had improperly retained the security deposit against disputed claims. An order was sought for the full refund of the security deposit to the tenant.

A hearing was scheduled for April 19, 2016, in Yellowknife, Northwest Territories. Ms. Danielle Meyok appeared as applicant. Ms. Kam Hogan appeared as respondent.

#### *Tenancy agreement*

The parties agreed and evidence was presented establishing a tenancy agreement between them for one room in a condo in Yellowknife, Northwest Territories, with shared facilities and common areas. The tenancy commenced October 1, 2015, and ended February 29, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

#### *Issue*

Based on the evidence and testimony, I have determined the following:

- That the tenant gave written notice to the landlord on February 1, 2016, to terminate her tenancy on February 29<sup>th</sup>. The landlord accepted this notice and agreed to the termination of the tenancy for February 29<sup>th</sup>. I am satisfied the tenancy was terminated in accordance with section 50 of the Act.

- That the tenant lost the key to the rental premises and the FOB to the residential complex on or about February 11<sup>th</sup>, and did not notify the landlord until February 17<sup>th</sup>.
- That replacement of the key and FOB required the services of a certified and authorized locksmith in compliance with condo bylaws.
- That the landlord notified the property manager of the lost keys on or about February 19<sup>th</sup>, after agreeing to give the tenant two more days to try and locate the lost key/FOB.
- That the landlord was unable to schedule a locksmith to replace the key/FOB until February 24, 2016. I am satisfied the landlord made all efforts to secure a replacement key and FOB for the tenant within a reasonable period of time.
- That between February 11<sup>th</sup> and February 19<sup>th</sup> the landlord cooperated with providing the tenant with reasonable access to the rental premises. The landlord was not aware prior to February 11<sup>th</sup> that the tenant could not gain access. The access after February 11<sup>th</sup> was largely granted at the landlord's convenience, but I am not satisfied the landlord should be held at fault for this considering the tenant is at fault for losing the keys/FOB in the first place.
- That the tenant vacated the rental premises on February 19<sup>th</sup> without notifying the landlord that it would in fact be her last day. As such, the landlord had no way to know she could have re-rented the premises earlier than the agreed upon termination date of February 29<sup>th</sup>. I am satisfied the tenancy in fact ended February 29<sup>th</sup>.
- That the rented room had no defects upon the tenant moving in.
- That upon the tenant moving out there were holes and scuffs in the walls, and a transition strip was damaged. I am satisfied the tenant is liable for costs to repair these damages, which appear to be caused by the tenant's wilful or negligent conduct.
- That the landlord withheld from the security deposit the costs associated with effecting repairs and replacing the key and FOB.

- That the landlord provided the tenant with an itemized statement of account of the security deposit, interest, and amount withheld, along with a refund of the remaining balance of the security deposit, within 10 days of the last day of the tenancy in accordance with section 18 of the Act.

In light of the above facts and findings, the tenant's application for the return of her security deposit is denied.

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Adelle Guigon  
Rental Officer