

IN THE MATTER between **JACQUELINE VILLENEUVE**, Applicant, and **ELIZA HAMMER**, 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, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

**JACQUELINE VILLENEUVE**

Applicant/Landlord

- and -

**ELIZA HAMMER**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four hundred sixty three dollars and thirty six cents (\$463.36).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall compensate the applicant for costs of water that will be paid on her behalf in the amount of four hundred thirty one dollars and sixty nine cents (\$431.69).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March, 2003.

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Hal Logsdon  
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 **Hal Logsdon**, Rental Officer.

BETWEEN:

**JACQUELINE VILLENEUVE**

Applicant/Landlord

-and-

**ELIZA HAMMER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 5, 2003

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Jacqueline Villeneuve, applicant

**Date of Decision:** March 13, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail sent on February 20, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on or about July 31, 2002 when the respondent vacated the premises. The applicant alleged that the respondent had failed to pay the full amount of the June rent or any of the July rent. She stated that \$500 from June and the full rent of \$1200 for July was left outstanding, resulting in rent arrears of \$1700.

The applicant also testified that the carpet was badly stained and had to be replaced. The applicant stated that she replaced the carpet with laminate flooring at a cost of \$755.94. The applicant stated that the carpet was approximately ten years old at the time of replacement.

The applicant also alleged that the respondent had failed to pay for the total cost of water during the tenancy which was the respondent's obligation. The outstanding amount was billed to the applicant. If left unpaid the amount will be applied to her taxes. The applicant provided copies of invoices and statements of water charges during the tenancy as evidence. The documents indicate an outstanding amount of \$431.69, including late payment penalties.

The applicant retained the security deposit of \$1200.

I find the respondent breached the tenancy agreement by failing to pay the full amount of the rent to the landlord I find the rent arrears to be \$1700. Although the carpet may have been damaged, it was at the end of its useful life which I find to be ten years. The applicant has enjoyed the full value of the carpet. The applicant's request for compensation for damage to the carpet is denied. Taking the security deposit and accrued interest into account I find rent arrears owing in the amount of \$463.36, calculated as follows:

Security deposit	\$1200
Interest on deposit	36.64
Rent arrears	<u>(1700.00)</u>
<b>Rent arrears owing</b>	<b>\$463.36</b>

I also find the respondent failed to pay for water which was her obligation under the tenancy agreement. I find the unpaid costs for water during the tenancy to be \$431.69.

An order shall be issued requiring the respondent to pay the applicant rent arrears and costs of water in the amount of \$895.05.

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Hal Logsdon  
Rental Officer