

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **RICHARD STEWART AND JAMIE STEWART**, Respondents;

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 **FORT MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

RICHARD STEWART AND JAMIE STEWART

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand five hundred ninety four dollars (\$2594.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of one hundred twenty one dollars and ninety cents (\$121.90).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of June,
2003.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

RICHARD STEWART AND JAMIE STEWART

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 17, 2003

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Shirley Wilson, representing the applicant
Betty Firth, representing the applicant

Date of Decision: June 17, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance by registered mail confirmed delivered on June 3, 2003. The respondents indicated to the applicant on the day of the hearing that they would be late in arriving and the applicant agreed to wait a reasonable time for their arrival. After one hour, the applicant requested that the hearing proceed and the hearing was held in the absence of the respondents.

The tenancy agreement between the parties was terminated on or about January 31, 2003 when the respondents vacated the rental premises. The applicant retained the security deposit and issued a statement of the deposit. The statement indicated that costs of repairs of tenant damage, cleaning costs and rent arrears had been deducted from the deposit leaving an amount owing to the applicant in the amount of \$2796. The applicant sought an order requiring the respondents to pay that amount.

In a letter to the rental officer dated June 17, 2003 the respondents disputed the deducted costs for door and flooring repair but acknowledged the requirement for cleaning and repairing screens. The respondents also acknowledged the rent arrears. The respondents claimed that the tiles were damaged at the commencement of the tenancy agreement and that they were told they would not be charged for the door damages as the doors were going to be replaced shortly.

At the hearing the applicant stated that they wished to withdraw the claimed expenses for the

floor repair and stated that the material and labour costs for the job were \$80.10. The applicant stated that the door repairs were made necessary due to the negligence of the tenants and pointed out that the move-in inspection report, signed by both parties, did not note any damage to the doors.

In my opinion, the holes in the doors were the result of tenant negligence and the costs are reasonable. I find the rent ledger in order and find rent arrears in the amount of \$2594. In my opinion, the charges for cleaning and other repairs are reasonable. Applying the security deposit and accrued interest to the cost of repair, I find the balance of rent arrears and repair costs owing to the applicant to be \$2715.90 calculated as follows:

Security deposit & interest	\$512.28
Cleaning costs	(32.50)
Repair costs (not including tiles)	(601.68)
Rent arrears	<u>(2594.00)</u>
Amount owing applicant	\$2715.90

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$2594 and costs related to the repair of tenant damages in the amount of \$121.90.

Hal Logsdon
Rental Officer