

IN THE MATTER between **ARCTIC PROJECTS**, Applicant, and **DONALD HENDRICK AND WILMA HENDRICK**, 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 **INUVIK, NT**.

BETWEEN:

**ARCTIC PROJECTS**

Applicant/Landlord

- and -

**DONALD HENDRICK AND WILMA HENDRICK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order (File #20-7377, filed on May 27, 2003) is rescinded and the respondents shall pay the applicant the lump sum balance of rent arrears in the amount of eight thousand nine hundred twenty one dollars (\$8921.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act* the respondents shall pay the applicant costs of cleaning the rental premises in the amount of four hundred dollars (\$400.00).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2003.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**ARCTIC PROJECTS**

Applicant/Landlord

-and-

**DONALD HENDRICK AND WILMA HENDRICK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 30, 2003

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

**Appearances at Hearing:** Robert Fontaine, representing the applicant  
Donald Hendrick, respondent

**Date of Decision:** September 30, 2003

**REASONS FOR DECISION**

A previous order was issued requiring the respondents to pay the applicant rent arrears in installments. The applicant alleged that the respondents had breached that order and testified that the respondents had vacated the premises on August 17, 2003. The applicant stated that he had retained the security deposit of \$600 but had not issued the required statement pursuant to section 18 of the *Residential Tenancies Act*. He stated that there were repairs and cleaning costs but was unsure of the amount of rent owing. The matter was adjourned briefly to permit the parties to consult with each other.

When the hearing resumed, the parties agreed that the total amount owing, including rent arrears, repair costs and cleaning was \$11,000. They provided no details of how that amount was determined.

In the matter of rent, the applicant stated that since the last order was issued, only one payment of rent had been made in the amount of \$1050. The respondent stated that he thought the single payment was \$1200 but offered no further evidence. With reference to the previous order and the evidence before me, I find the rent arrears to be \$8921, calculated as follows:

Balance as at May 27/03	\$6900
Rent, June	1200
Rent, July	1200
Rent, August 1-17	671
Payment	<u>(1050)</u>
<b>Balance of rent owing</b>	<b>\$8921</b>

The parties agreed that the premises were not clean when the respondent vacated. The applicant claimed that \$400 was required to clean the unit and the respondent agreed that amount was a reasonable amount given the condition of the premises.

The remainder of the amount claimed by the applicant were for unspecified repairs. Although the respondent did not object to the amount, I am not prepared to issue an order without details of the repairs made or required. A landlord is required to provide such detail to a tenant when a security deposit is retained. The request for additional compensation is therefore denied.

An order shall issue rescinding the previous order and requiring the respondents to pay the applicant rent arrears and costs of cleaning in the amount of \$9321.

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Hal Logsdon  
Rental Officer