

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **STEPHEN CUTHBERT**, 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 **FORT RESOLUTION, NT.**

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

STEPHEN CUTHBERT

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 five thousand four hundred twenty nine dollars and sixty eight cents (\$5429.68).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of
November, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **STEPHEN CUTHBERT**, 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.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

STEPHEN CUTHBERT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 17, 2004

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Joyce Beaulieu, representing the applicant
Stephen Cuthbert, respondent

Date of Decision: November 17, 2004

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on December 31, 2003 when the respondent vacated the premises. The applicant alleged that the respondent had failed to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5899.

In a letter to the respondent dated January 14, 2004 the applicant notified that tenant that the entire security deposit and interest of \$469.32 would be retained for the repair of a screen door and cleaning. The letter also noted that there were damages to the exterior door and windows and indicated that further action might be taken to recover those costs of repairs.

The respondent did not dispute the amount of rent owing but disputed the cleaning costs stating that the premises were left in a clean condition.

Section 18 sets out the landlord's obligations regarding the return or retention of security deposits.

- 18.(1) Subject to this section, where a landlord holds a security deposit the landlord shall, within 10 days after the tenant vacates or abandons the rental premises,**
 - (a) return the security deposit to the tenant with interest; and**
 - (b) give the tenant an itemized statement of account for the security deposit.**

- (2) A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by a tenant to the**

rental premises and for any arrears of the rent.

- (3) Where a landlord objects to returning all or a part of the security deposit on the grounds that a tenant has caused damage to the rental premises and repairs to the rental premises are necessary or the tenant is in arrears of the rent, the landlord shall, within 10 days after the tenant vacates or abandons the rental premises,**
- (a) send a notice to the tenant and a rental officer of the intention of the landlord to withhold all or part of the security deposit;**
 - (b) give the tenant an itemized statement of account for the security deposit;**
 - (c) give the tenant an itemized statement of account for the repairs or arrears of the rent; and**
 - (d) return the balance of the security deposit with interest to the tenant.**

In my opinion the January 14, 2004 letter is not an itemized statement of account for the repairs as it does not itemize the costs of the repairs or cleaning. I am unable to determine from the letter the cost of cleaning or the cost of the repairs and the applicant was unable to provide any breakdown of cost at the hearing. I am therefore denying the retention of the security deposit for repairs and cleaning and shall apply the deposit and interest against the rent arrears.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$5429.68 after the deduction of the retained deposit, calculated as follows:

Rent arrears	\$5899.00
Deposit & Interest	<u>(469.32)</u>
Balance owing applicant	\$5429.68

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5429.68.

Hal Logsdon
Rental Officer