

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **LESLIE BATON**, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

LESLIE BATON

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 three thousand six hundred fifty nine dollars and eighty two cents (\$3659.82).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of February, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **LESLIE BATON**, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

LESLIE BATON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2005

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Margaret Sewi, representing the applicant

Date of Decision: February 10, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 20, 2005 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on October 1, 2004 when the respondent vacated the premises. The applicant retained the \$300.00 security deposit, applying it against an invoice for assisting the tenant to gain entry to the premises when she had lost her key, cleaning costs and rent arrears. The applicant sought an order for the remaining rent arrears in the amount of \$3666.00.

The respondent provided a copy of the inspection reports done at the commencement of the agreement and at the date the respondent vacated. It indicates that the premises were not reasonably clean when the respondent vacated. Invoices were provided in evidence showing expenditure for labour and cleaning supplies. The work order and invoice for the lock-out were also provided in evidence. A copy of the tenant ledger was entered in evidence which indicated a balance of rent owing in the amount of \$3666.00. I find the ledger in order and the claimed expenses reasonable.

It appears that there was no final statement of the security deposit produced by the landlord at the termination of the agreement. Clearly, the landlord was entitled to retain the deposit as the rent arrears and other costs exceed the value of the deposit. Nevertheless, the statement is required

pursuant to section 18(3) of the *Residential Tenancies Act* and I remind the landlord of that obligation. The applicant stated that the security deposit and accrued interest matched the deductions for cleaning and the lock-out costs exactly, leaving rent arrears of \$3666.00. I disagree. Taking into consideration the security deposit and accrued interest, I find rent arrears in the amount of \$3659.82 calculated as follows:

| | |
|----------------------|------------------|
| Security deposit | \$300.00 |
| Interest | 24.43 |
| Cleaning | (222.71) |
| Lock-out charges | (95.54) |
| Rent arrears | <u>(3666.00)</u> |
| Amount due applicant | \$3659.82 |

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3659.82

Hal Logsdon
Rental Officer