

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **QUINN BERGLUND**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

- and -

QUINN BERGLUND

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 sixty dollars and ninety three cents (\$3060.93).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **LIRIC CONSTRUCTION LTD.** , Applicant, and **QUINN BERGLUND**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

-and-

QUINN BERGLUND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Arie Keppel, representing the applicant

Date of Decision: February 28, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to his current address. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on or about December 31, 2005. The applicant retained the security deposit and accrued interest of \$528.50 and issued a statement of the security deposit which was entered in evidence. The applicant deducted replacement costs of the carpet in the amount of \$368.05 which he testified was severely damaged by paint. The applicant also deducted the replacement costs of \$71.38 for a bedroom door which had a hole in it and rent arrears in the amount of \$3150, bringing the balance owing to the landlord to \$3063.93.

The applicant depreciated the cost of the carpet by 50% taking into consideration that it was four years old and had a useful life of eight years. The applicant also testified that the rent arrears represented the November and December, 2005 rent and provided a written acknowledgment of the rent owing signed by the respondent.

I note that there is an error in the security deposit statement. The applicant has credited the interest on the security deposit to the landlord rather than to the tenant. Except for this error, I find the statement in order and find the repair costs reasonable. Applying the deposit first to repair costs I find rent arrears owing to the applicant of \$3060.93 calculated as follows.

Security deposit	\$525.00
Interest	3.50
Carpet replacement	(368.05)
Door replacement	(71.38)
Rent arrears	<u>(3150.00)</u>
Amount due applicant	\$3060.93

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3060.93.

Hal Logsdon
Rental Officer