

IN THE MATTER between **PAULINE HO**, Applicant, and **PRISCILLA LAMOUELLE**, 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:

PAULINE HO

Applicant/Landlord

- and -

PRISCILLA LAMOUELLE

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 one thousand four hundred dollars (\$1400.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of May, 2006.

Hal Logsdon
Rental Officer

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-and-

PRISCILLA LAMOUELLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 2, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Pauline Ho, applicant (by telephone)
Priscilla Lamouelle, respondent

Date of Decision: May 2, 2006

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on March 31, 2006 when the respondent vacated the rental premises. The applicant retained the security deposit of \$400 but did not complete a statement in accordance with section 18 of the *Residential Tenancies Act*. The applicant testified that there was damage to the carpet in the premises and the replacement costs exceeded the security deposit and interest. She stated that the respondent had agreed to the retention of the security deposit for the damage to the carpet. The applicant alleged that the respondent had failed to pay the February, 2006 rent in the amount of \$1400 and sought an order requiring the respondent to pay that amount.

The respondent did not dispute the allegations pertaining to rent and stated that she was satisfied with the retention of the security deposit for the carpet damage.

There is no evidence of an inspection report which outlines the condition of the premises at the commencement of this tenancy. This is a requirement pursuant to section 15 of the Act. If the applicant intends to require a security deposit from future tenants, I suggest she acquaint herself with her legal obligations in that regard. I shall allow the application of the \$400 security deposit and accrued interest to repairs only because the respondent has agreed to it.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1400.

Hal Logsdon
Rental Officer