

IN THE MATTER between **THE EXECUTIVE LIMITED**, Applicant, and **SHARON APSIMIK**, 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:

**THE EXECUTIVE LIMITED**

Applicant/Landlord

- and -

**SHARON APSIMIK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of one thousand two hundred ninety eight dollars and twenty five cents (\$1298.25).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of June, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **THE EXECUTIVE LIMITED**, Applicant, and **SHARON APSIMIK**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**THE EXECUTIVE LIMITED**

Applicant/Landlord

-and-

**SHARON APSIMIK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 13, 2006

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

**Appearances at Hearing:** Leilani R. de Guzman, representing the applicant

**Date of Decision:** June 13, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance mailed to the rental premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on or about April 30, 2006 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest of \$402.25 and issued a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*.

The security deposit statement indicates that deductions were made for cleaning (\$700.00), replacement of the carpet (\$660.00), and repairs to the shower in the bathroom (\$340.50), resulting in a balance owing to the applicant in the amount of \$1298.25. The applicant sought an order requiring the respondent to pay that amount.

The applicant noted that the carpet was stained at the commencement of the tenancy but was badly damaged at the end of the tenancy. She also noted that the carpet was three years old and that the charges represented only 30% of the replacement costs.

I find the security deposit statement in order. Taking into consideration the retained security deposit, I find the respondent responsible for repair and cleaning costs of \$1298.25.

An order shall issue requiring the respondent to pay the applicant cleaning and repair costs in the amount of \$1298.25.

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Hal Logsdon  
Rental Officer