

IN THE MATTER between **ACHO DENE KOE FIRST NATION**, Applicant, and  
**GRACE BERREAULT**, 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 LIARD, NT.**

BETWEEN:

**ACHO DENE KOE FIRST NATION**

Applicant/Landlord

- and -

**GRACE BERREAULT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #10-8849, Filed on March 1, 2006) is rescinded and the respondent shall pay the applicant, in lump sum, rent arrears in the amount of four thousand six hundred ninety dollars and thirty nine cents (\$4690.39).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August,  
2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ACHO DENE KOE FIRST NATION**, Applicant, and  
**GRACE BERREAULT**, 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:

**ACHO DENE KOE FIRST NATION**

Applicant/Landlord

-and-

**GRACE BERREAULT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 10, 2006

**Place of the Hearing:** Fort Liard, NT via teleconference

**Appearances at Hearing:** Margie Loman, representing the applicant

**Date of Decision:** August 15, 2006

**REASONS FOR DECISION**

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

The applicant stated that the respondent vacated the premises in June, 2006. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. The applicant also alleged that the respondent had damaged the premises but did not have details on the alleged damages or the repairs necessary.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4870. This amount includes the full months rent for June, 2006. I note that the applicant served a notice of early termination on the respondent, seeking vacant possession on June 22, 2006. From the evidence provided, it appears that the respondent substantially complied with the notice. Therefore, in my opinion, rent should only be charged to June 22, 2006.

A previous order (File #10-8849, filed on March 1, 2006) ordered the respondent to pay rent arrears of \$4770 in monthly installments of \$200 payable with the monthly rent. That order has been breached.

The written tenancy agreement between the parties indicates that a security deposit of \$100 was paid on August 25, 2004. There is no evidence that a statement of security deposit has been

completed in accordance with section 18(3) of the *Residential Tenancies Act*.

- 18.(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.**

The retained security deposit and interest shall therefore be applied against the rent arrears as the applicant has not deducted any repairs of damages and the time permitted to apply repair costs against the deposit has expired.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$4690.39, calculated as follows:

Rent to May 31, 2006	\$4595.00
Rent June 1-22/06	198.90
Security deposit	(100.00)
Interest on deposit	<u>(3.51)</u>
Balance owing applicant	\$4690.39

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant in lump sum, rent arrears in the amount of \$4690.39.

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Hal Logsdon  
Rental Officer