

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **WAYNE GRUBEN AND VICKY GRUBEN**, Respondents;

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 **INUVIK, NT.**

BETWEEN:

**NIHJAA PROPERTIES LTD.**

Applicant/Landlord

- and -

**WAYNE GRUBEN AND VICKY GRUBEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one hundred seventy four dollars and ninety nine cents (\$174.99).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **WAYNE GRUBEN AND VICKY GRUBEN**, Respondents.

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:

**NIHJAA PROPERTIES LTD.**

Applicant/Landlord

-and-

**WAYNE GRUBEN AND VICKY GRUBEN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 12, 2006

**Place of the Hearing:** Inuvik, NT via teleconference

**Appearances at Hearing:** Chris Manuel, representing the applicant  
Wayne Gruben, respondent  
Vicky Gruben, respondent

**Date of Decision:** December 12, 2006

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on July 1, 2006 when the respondents vacated the rental premises. The applicant retained the security deposit (\$900) and accrued interest (\$25.01), applying it against wall repairs (\$200) and rent arrears (\$1500). The applicant testified that a statement of the deposit was completed although the document was not filed with the application. The applicant testified that all rent penalties had been withdrawn and that the rent arrears represented only unpaid rent for the month of June, 2006. The applicant sought an order requiring the respondent to pay rent arrears, after the application of the security deposit, in the amount of \$774.99.

The respondent disputed the allegations in part, testifying that he paid the full amount of the required security deposit in the amount of \$1500. The respondent did not dispute the repair costs although he noted that he felt the repair costs were too high. The respondent acknowledged that the June rent was not paid but stated that he expected the security deposit to be used as the last month's rent.

The applicant's rent control document and receipts, which were filed with the application, indicate that two payments were received by the landlord in satisfaction of the security deposit requirement. The first payment of \$400 was received in cash on October 3, 2005 and receipt #16996 was issued to Vicky Gruben. The second payment of \$1100 was also received in cash on January 30, 2006 and receipt #17232 was issued to Vicky Gruben. The evidence supports the

respondents' testimony that the full security deposit was provided to the landlord.

Although the applicant did not present any photographic or similar evidence regarding the damage to the wall, in my opinion, the amount of \$200 is not an unreasonable amount for any wall repair other than very minor patching and painting.

Applying the security deposit and interest first to repair costs, I find rent arrears in the amount of \$174.99 calculated as follows:

|                        |                  |
|------------------------|------------------|
| Security deposit       | \$1500.00        |
| Interest               | 25.01            |
| Wall repair            | (200.00)         |
| Rent arrears           | <u>(1500.00)</u> |
| Amount owing applicant | \$174.99         |

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$174.99.

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Hal Logsdon  
Rental Officer