

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and
KRISTOPHER ROBERT, 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 **INUVIK, NT.**

BETWEEN:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

- and -

KRISTOPHER ROBERT

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 five hundred dollars (\$1500.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three thousand two hundred eighteen dollars and twenty cents (\$3218.20).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of April,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **KRISTOPHER ROBERT**, 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:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

-and-

KRISTOPHER ROBERT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2007

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Chris Manual, representing the applicant
Darlene Koe, representing the respondent

Date of Decision: April 3, 2007

REASONS FOR DECISION

The tenancy agreement between the parties commenced on June 1, 2006 and was terminated on January 31, 2007. The applicant retained the security deposit and completed a statement in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought additional relief for repair costs and rent arrears.

The applicant testified that significant damage was done to the premises which required repairs to the walls, kitchen cupboards and washing machine. The applicant also testified that a badly burnt living room carpet had to be replaced. The applicant testified that the carpet was new when the respondent took possession. The applicant provided a detailed invoice showing the total cost for the repairs to be \$4755. The applicant also provided an inspection report showing the condition of the premises at the commencement and at the termination of the tenancy agreement. Photographs of the premises at the termination of the tenancy agreement were also provided in evidence.

The applicant provided a statement of account in evidence indicating rent arrears in the amount of \$1500.

The respondent's representative did not dispute the allegations.

I find the statement in order and find the repair costs of \$4755 to be reasonable. I find the rent arrears to be \$1500. Applying the security deposit and accrued interest first to repair costs I find a balance of repair costs due to the applicant of \$3218.20 and rent arrears due to the applicant of \$1500, calculated as follows:

Security deposit	\$1500.00
Interest	36.80
Repair costs	<u>(4755.00)</u>
Repair costs due applicant	\$3218.20
Rent Arrears	<u>1500.00</u>
Total	\$4718.20

An order shall issue requiring the respondent to pay the applicant repair costs of \$3218.20 and rent arrears in the amount of \$1500.

Hal Logsdon
Rental Officer