

IN THE MATTER between **JOHN ORCHARD AND LAURA ORCHARD**,
Applicants, and **NPR LIMITED PARTNERSHIP**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

JOHN ORCHARD AND LAURA ORCHARD

Applicants/Tenants

- and -

NPR LIMITED PARTNERSHIP

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18.1(b) of the *Residential Tenancies Act*, the respondent shall return the security deposit and accrued interest to the applicants in the amount of one thousand five hundred seventy five dollars and fifty six cents (\$1575.56).
2. Pursuant to section 30(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1446 Gitzel Street, Yellowknife, NT is terminated on April 30, 2014.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **JOHN ORCHARD AND LAURA ORCHARD**,
Applicants, and **NPR LIMITED PARTNERSHIP**, 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:

JOHN ORCHARD AND LAURA ORCHARD

Applicants/Tenants

-and-

NPR LIMITED PARTNERSHIP

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: May 14, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: John Orchard, applicant, by telephone
Laura Orchard, applicant
Marie Laberge, representing the respondent

Date of Decision: May 14, 2014

REASONS FOR DECISION

The style of cause of this order has been amended to reflect the proper legal name of the respondent.

The applicants alleged that the respondent had breached the tenancy agreement by failing to maintain the premises in a good state of repair and sought an order terminating the tenancy agreement. The tenancy agreement was made for a term ending on October 31, 2014. The application was filed on April 24, 2014.

The applicants provided correspondence between the parties regarding mould in the premises and pictures showing areas of mould. The applicants stated that the respondent had taken no steps to address the mould and because of their concern for their infant grandson who lives with them they moved out on April 30, 2014. They stated that their daughter and her spouse had been forced to move into the living room due to the mould. The photographs reveal a serious mould problem in several areas of the premises. The correspondence between the parties indicates that the respondent has been aware of the mould for some time but has taken no action to address the problem.

The respondent did not dispute the allegations and agreed to the retroactive termination of the tenancy agreement of April 30. The respondent also agreed to return the security deposit without deduction. The respondent holds a deposit of \$1350. I find the accrued interest due on the

security deposit to be \$225.56.

An order shall issue requiring the respondent to return the security deposit and interest of \$1575.56 to the applicants and terminating the tenancy agreement on April 30, 2014.

Hal Logsdon
Rental Officer