

IN THE MATTER between **AB** , Applicant, and **SM**, 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:

**AB**

Applicant/Landlord

-and-

**SM**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 11, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>HC, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 11, 2018</b>

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on October 31, 2017. The applicant retained the security deposit (\$980) and accrued interest (\$1.11) applying it to rent arrears (\$3245.00) and the patching and painting of one wall (\$100.00) resulting in a balance owing of \$2363.89. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided a copy of the resident ledger in evidence which indicated rent arrears of \$3245, repair costs of \$100, credit of the security deposit principle (\$980) and interest (\$1.11) and the balance owing of \$2363.89.

The applicant also provided a check-in and a check-out report showing the condition of the bedroom wall at the commencement and at the end of the tenancy agreement. I am satisfied that the repairs were made necessary due to the negligence of the respondent and that the repair costs were reasonable.

I find the resident ledger in order.

Applying the security deposit and interest first to the repair costs, I find rent arrears in the amount of \$2363.89.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2363.89.

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Hal Logsdon  
Rental Officer