

IN THE MATTER between **F.S.**, Applicant, and **M.G.**, 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:

F.S.

Applicant/Landlord

-and-

M.G.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 26. 2018
<u>Place of the Hearing:</u>	Fort Smith, NT via teleconference
<u>Appearances at Hearing:</u>	C.S., representing the applicant
	M.G., respondent
<u>Date of Decision:</u>	October 8, 2018

REASONS FOR DECISION

The parties entered into a written tenancy agreement on November 10, 2014 known as lease #5743. On February 18, 2016 the respondent moved to other premises and the parties entered into a new tenancy agreement known as lease #6890. The applicant filed an application on December 15, 2017 which was heard on April 18, 2018 and an order issued on April 19, 2018 (file # 15919). The rental officer found the respondent in breach of her obligations to pay rent and to repair damages to the premises and ordered the respondent to pay rent arrears of \$2514 and repair costs of \$56.

In determining the amount of rent owing the rental officer relied on the lease balance statements provided by the landlord in evidence. The rental officer noted that the lease balance statement indicated that a security deposit had been charged at the commencement of lease #5743 and another security deposit of \$1000 charged in February, 2016 when the tenant executed lease #6890. The tenancy agreement required a security deposit of \$1000 and the rental officer concluded that twice the amount of security deposit had been charged and reduced the rent arrears shown on the lease balance statement by \$1000.

The applicant submits that, in fact, the security deposit and accrued interest for lease #5743 was applied to rent arrears but was not identified as the application of a security deposit on the lease balance statement presented in evidence at the previous hearing. The applicant stated that the balance of rent shown on that lease balance statement had been correct.

The applicant sought the rental arrears which are now correctly identified on the lease balance statement.

A current lease balance statement was provided in evidence. I note that a March 23, 2016 credit entry of \$1000.49 is now noted as "security deposit refund" rather than the previous notation of "arrears".

My review of the current lease balance statement, which covers both lease #5743 and #6890, indicates that the security deposit for lease #5743 was paid in full and credited to the tenant in with interest and that the applicant currently holds a single, fully paid security deposit of \$1000.

Lease #5743

charged 10 Nov/14	\$1000
pmt 10 Nov/14	500
pmt 19 Dec/14	170
pmt 07 Jan/15	330
Interest 22 Mar/16	0.49
credited to account 23 Mar/16	\$1000.49

Lease #6890

charged 18 Feb/16	\$1000
pmt 07 Dec/15	200
pmt 18 Feb/16	300
pmt 22 Nov/16	500

The current lease balance statement, presented in evidence indicates a balance owing of \$3070. The applicant testified that the respondent had made a payment of \$400 on September 26 which had not yet been posted to the lease balance statement, bringing the balance owing to \$2670. The respondent did not dispute the balance.

Taking into consideration the unsatisfied balance of the previous order, I shall issue an order requiring the respondent to pay rent arrears in the amount of \$2250 calculated as follows:

Previous order	\$2570
Less payments made since order	<u>2150</u>
Unsatisfied balance	\$420

Current balance owing	\$2670
Less unsatisfied balance	<u>420</u>
Order	\$2250

Hal Logsdon
Rental Officer