

IN THE MATTER between **BKGK and NTHC**, Applicant, and **LR**, 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:

BKGK and NTHC

Applicant/Landlord

-and-

LR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 18, 2019

Place of the Hearing: Yellowknife, Northwest Territories, via conference call

Appearances at Hearing: WM, representing the Applicant
LE, representing the Applicant
LR, Respondent

Date of Decision: September 18, 2019

REASONS FOR DECISION

The parties entered into a written monthly tenancy agreement commencing on June 6, 2017. The tenancy agreement required a security deposit of \$1,402. The Respondent paid a deposit totalling \$1,402.19 in four payments. An inspection report was completed at the commencement of the tenancy and signed by both parties. The premises are subsidized public housing.

The tenancy agreement ended on June 9, 2019, when the Respondent vacated the rental premises. The Applicant retained the security deposit and accrued interest but failed to produce a statement of the security deposit and deductions as required by section 18 of the *Residential Tenancies Act*.

- 18. (7) A landlord who intends to withhold all or a portion of a security deposit, a pet security deposit or both shall, within 10 days after the day a tenant vacates or abandons the rental premises,*
- (a) give written notice to the tenant of that intention; and*
 - (b) subject to subsection (9), return the balance of the deposit or deposits to the tenant.*
- (8) A notice must include*
- (a) an itemized statement of account for the deposit or deposits;*
 - (b) a final itemized statement of account for any arrears of rent that the landlord is claiming; and*
 - (c) subject to subsection (9), a final itemized statement of account for any repairs that the landlord is claiming.*

The Applicant filed an application on July 3, 2019, alleging that the Respondent had failed to repair damages to the rental premises and had failed to pay the full amount of the rent.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$379.50. The Respondent did not dispute the allegation. The Applicant also provided an itemized list of repairs and cleaning associated costs undertaken by the Landlord after the Tenant had vacated. The total cost of repairs claimed was \$1,390 and cleaning costs were \$165. There were numerous photographs taken at the end of the tenancy provided by the Applicant in evidence.

The Respondent testified that the broken window was not caused by her negligence. She stated that she had permitted a neighbour to occupy the premises who, in turn, permitted the entry of another person who broke the window. She also acknowledged that the premises were freshly painted at the commencement of the tenancy except for a bedroom closet.

I find the lease balance statement to be in order and find rent arrears of \$379.50. In my opinion, the repair and cleaning were made necessary due to the tenant's negligence, including the broken window. By permitting another person to occupy the premises, the tenant accepts responsibility for any damages that they or their guests may incur. I find the costs of repairs and cleaning to be reasonable.

I find the accrued interest on the security deposit to be \$1.37.

Applying the retained security deposit and accrued interest first to the rent arrears, I find a balance of repair and cleaning costs owed to the Applicant of \$530.94 calculated as follows:

Security deposit	(\$1,402.19)
Interest	(1.37)
Rent Arrears	379.50
Cleaning/Repairs	<u>1,555.00</u>
Balance	\$530.94

An order shall issue requiring the Respondent to pay the Applicant repairs and cleaning costs in the amount of \$530.94.

Hal Logsdon
Rental Officer