

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ALLAN BETSING AND PAULA MACKENZIE**, Respondents;

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 **YELLOWKNIFE, NT.**

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

ALLAN BETSING AND PAULA MACKENZIE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred ninety five dollars (\$1295.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages to the premises and cleaning in the amount of five hundred fifty four dollars and forty seven cents (\$554.47).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of May, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ALLAN BETSING AND PAULA MACKENZIE**, Respondents.

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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

ALLAN BETSING AND PAULA MACKENZIE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 13, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: David Beckwith, representing the applicant

Date of Decision: May 18, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. Although the tenants have since vacated the premises, it appears they were in possession when the notices were served. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant testified that respondents vacated the premises on or about May 11, 2005. The applicant retained the security deposit and accrued interest and produced a statement of the security deposit which was provided in evidence. The applicant also produced an inspection report which outlined the condition of the premises at the commencement and at the termination of the tenancy.

The applicant testified that the premises sustained significant damage caused by guests of the respondents who occupied the premises while they were out of town. He stated that the repairs were made necessary due to the negligence of the guests. The inspection report conducted at the commencement of the tenancy agreement and signed by one of the tenants, indicates an apartment in a reasonably good condition with fresh paint and new linoleum and carpeting. None of the damages on security deposit statement appear on the check-in report. The security deposit statement and the check-out report indicate holes in the walls, burns in the carpet, and numerous other damages. The condition report also indicates that the premises were not left in a reasonably clean condition.

The applicant also testified that the May, 2005 rent remained unpaid and provided a copy of the rent ledger in evidence.

The applicant sought an order requiring the respondents to pay rent arrears and repair costs in excess of the retained security deposit in the amount of \$1849.47.

The evidence supports the applicant's allegations. The repairs do not appear to be the result of normal wear and tear nor was the damage present at the commencement of the tenancy agreement. The costs of repair and cleaning are reasonable.

I find the balance owing to the applicant to be \$1849.47, calculated as follows.

Security deposit	\$1295.00
Interest	21.53
Cleaning	(160.00)
Carpet damage and cleaning	(545.00)
Wall repair	(400.00)
Locksmith charges	(125.00)
General repairs (as itemised)	(67.00)
Door and window repair	(574.00)
Rent arrears	<u>(1295.00)</u>
Amount owing applicant	\$1849.47

Applying the deposit and interest first to the repairs and cleaning an order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1295 and repair costs in the amount of \$554.47.

Hal Logsdon
Rental Officer