

IN THE MATTER between **T.C. ENTERPRISES LTD.**, Landlord, and **CLAYTON GUINN**, Tenant;

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:

T.C. ENTERPRISES LTD.

Landlord

- and -

CLAYTON GUINN

Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the landlord shall return a portion of the security deposit to the tenant in the amount of five hundred sixty one dollars and thirty nine cents (\$561.39).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of August, 2005.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

T.C. ENTERPRISES LTD.

Landlord

-and-

CLAYTON GUINN

Tenant

REASONS FOR DECISION

Date of the Hearing: July 7, 2005, continued on August 2, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Doreen Benoit, representing the landlord
Clayton Guinn, tenant

Date of Decision: August 2, 2005

REASONS FOR DECISION

The landlord, T.C. Enterprises Ltd. filed the application on May 20, 2005. The tenant, Clayton Guinn filed the application on June 7, 2005. As both applications pertain to the same rental premises and tenancy agreement, both matters were heard at a common hearing.

The landlord alleged that the tenant had failed to pay rent and sought an order requiring the tenant to pay the alleged rent arrears and terminating the tenancy agreement. The tenant alleged that the landlord had failed to maintain the rental premises in a good state of repair. The hearing on July 7, 2005 was adjourned because the tenant had vacated the premises on June 30, 2005 and the landlord had not completed the security deposit statement.

When the hearing continued on August 2, 2005, the landlord produced a security deposit statement showing deductions for rent arrears, cleaning and painting and a balance owing the landlord in the amount of \$188.61. The tenant disputed the deductions for cleaning and painting but acknowledged the rent arrears of \$610.11.

The landlord produced photographs of the premises showing the condition and cleanliness of the premises. The tenant stated that the premises were initially rented to him in an unclean state and that areas like the stove and oven were cleaner than they were at the commencement of the tenancy agreement. The tenant also noted that the premises were in very poor condition and produced a list of repairs he had provided to the landlord and a letter from the medical social

worker, outlining the poor condition of the premises. The tenant also noted that the Environmental Health Officer had ordered numerous repairs be made to the premises including the painting of the interior due to chipping paint which was suspected to be lead-based.

The landlord acknowledged the order from the Environmental Health Officer and the parties agreed that the landlord should return the security deposit and accrued interest less the rent arrears of \$610.11. The parties consented to that order being issued.

I find rent arrears in the amount of \$610.11. Taking into account the security deposit and accrued interest, I find the amount to be returned to the tenant to be \$561.39, calculated as follows:

Security deposit	\$1100.00
Interest	71.50
Rent arrears	<u>(610.11)</u>
Amount due tenant	\$561.39

An order shall issue requiring the landlord to return a portion of the security deposit to the tenant in the amount of \$561.39.

Hal Logsdon
Rental Officer