

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **SANDRA EYRE AND SHARON PEARCE**, 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:

THE EXECUTIVE LTD.

Applicant/Landlord

- and -

SANDRA EYRE AND SHARON PEARCE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of repair to the rental premises in the amount of one thousand two hundred ninety nine dollars and ninety eight cents (\$1299.98).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of May, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **SANDRA EYRE AND SHARON PEARCE**, 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:

THE EXECUTIVE LTD.

Applicant/Landlord

-and-

SANDRA EYRE AND SHARON PEARCE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 2, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leilani deGuzman, representing the applicant

Date of Decision: May 2, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on March 7, 2006 when the respondents vacated the premises. The applicant retained the security deposit, applying it to repairs of tenant damages and completed a statement of the security deposit. The security deposit statement and an inspection report were produced in evidence.

The security deposit statement lists numerous repairs to the premises and prorated the cost of carpet replacement and painting. The statement indicates a balance owing to the landlord after the application of the security deposit and interest of \$1299.98.

I find the statement in order and the repair costs reasonable. I find the respondents in breach of their obligation to repair damages to the premises. An order shall issue requiring the respondents to pay the applicant repair costs in the amount of \$1299.98.

Hal Logsdon
Rental Officer