

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**, Applicant, and **FRANK LEMOUEL**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

FRANK LEMOUEL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair to the rental premises in the amount of one thousand five hundred thirty dollars and fifty five cents (\$1530.55).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand three hundred fifty two dollars (\$2352.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of September, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **FRANK LEMOUEL**, 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:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

FRANK LEMOUEL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 4, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: September 4, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant testified that the respondent abandoned the rental premises on or about August 1, 2007. The applicant stated that the premises were not clean and work was required to bring the premises to a reasonably clean condition, costing \$200. The applicant also stated that the respondent failed to return the keys to the premises and a lock change was necessary costing \$75. The applicant stated that the carpet was badly stained and had to be replaced. The applicant charged 75% of the replacement costs, taking into consideration that the carpet was 2.5 years old and had a useful life of ten years.

The applicant testified that the respondent had failed to pay the full amount of the rent and provided a statement which indicated a balance of rent owing in the amount of \$2352.

The applicant retained the security deposit and accrued interest, applying it to the repair costs and rent arrears leaving a balance owing to the landlord in the amount of \$3882.55. The applicant sought an order requiring the respondent to pay the repair costs and rent arrears.

I find the statement in order and find the repair costs to be reasonable. Applying the retained security deposit first to repairs and cleaning, I find repair costs owing the landlord in the amount

of \$1530.55 and rent arrears in the amount of \$2352, calculated as follows:

Security deposit	\$85.00
Interest	6.18
Cleaning	(200.00)
Lock change	(75.00)
Carpet replacement	<u>(1346.73)</u>
Total repair cost	\$1530.55
Rent arrears	<u>2352.00</u>
Total amount due applicant	\$3882.55

An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$1530.55 and rent arrears in the amount of \$2352.00.

Hal Logsdon
Rental Officer