

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **DIANE DILLON**, 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 **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

DIANE DILLON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning and repair costs in the amount of one thousand five hundred thirty dollars and sixty one cents (\$1530.61).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of April, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

DIANE DILLON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 19, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
Diane Dillon, respondent

Date of Decision: April 3, 2009

REASONS FOR DECISION

Following an alleged incident of disturbance, the applicant served a notice of early termination on the respondent seeking vacant possession on February 10, 2009. The applicant stated that the respondent gave up possession on February 11, 2009 but the respondent stated that she vacated on February 1, 2009 and provided receipts for rent for her new premises dated February 1, 2009.

The respondent retained the security deposit (\$1400) and accrued interest (\$138.23), applying it against rent arrears (\$1475), an NSF charge (\$75), Cleaning costs (\$1302.00), repair costs (\$1274.00), administration (\$386.40) and GST (\$148.12) leaving a balance owing to the landlord of \$3122.29. The applicant sought an order requiring the respondent to pay this amount.

The respondent disputed the amount of security deposit held by the landlord, stating that the building had been sold and that she paid an additional security deposit of \$1400 to the previous landlord. The applicant provided four tenancy agreements between herself and Dolomite Investments Limited and a statement in evidence. The statement does not indicate any security deposit paid. Three of the four tenancy agreements are for different premises and none required a security deposit. One of the tenancy agreements, for 11 Mountianview (sic), 50 Tununniuk (sic) Place was executed on May 21, 2004 and acknowledged receipt of a security deposit of \$750. It appears from the applicant's ledger that an additional charge of \$650 was made on February 26, 2007 acknowledging that a security deposit of \$750 had already been paid and bringing the full security deposit required to \$1400. I can find no evidence to support the respondent's testimony

that she paid more than \$1400, including sums she paid to the previous landlord. I must conclude that the security deposit held was \$1400. However, the interest on the deposit has not been calculated correctly. I find the interest to be \$179.91.

The applicant provided no evidence of when the premises were re-rented or what efforts were made to re-rent the premises after the respondent gave up possession. Based on the receipts provided by the respondent, I accept that the respondent gave up possession on February 1, 2009. The request for compensation for the February rent and the NSF charge for the February rent cheque are therefore denied.

In the matter of repairs and cleaning, the applicant provided a check-out report indicating the condition of the premises and itemised repair and cleaning costs. The respondent disputed the damage to the closet doors, stating that they "fell off". She also did not remember any damage done to the wall. It is difficult to accept that a door would simply fall off and damage itself. The hole noted on the inspection report was reported to be in the bedroom and approximately 11 cm by 4 cm and appears to be the result of the door being slammed against the wall (there was damage to the door as well). I accept the inspection report as accurate and note that the carpet replacement cost appears to have taken into account its age. I find the repair and cleaning costs reasonable.

The respondent also disputed the rent increase that the landlord applied in 2007 stating that she did not get proper written notice. I do not accept her testimony as she continued to pay the rent

demanded and filed no dispute with the landlord or the rental officer. I do note however, that the applicant's statement contains a double entry for the rent increase in May, 2007 reducing the rent arrears claimed by the applicant to \$0, calculated as follows:

"Rent arrears" as per statement	\$1475.00
Less compensation Feb/09 rent	(1425.00)
Less double entry	<u>(50.00)</u>
Rent arrears	\$0

Applying the security deposit and interest to the repair and cleaning costs, I find an amount owing to the applicant of \$1530.61, calculated as follows:

Security deposit	\$1400.00
Interest	179.91
Cleaning	(1302.00)
Repairs	(1274.00)
Administration	(386.40)
GST	<u>(148.12)</u>
Amount owing applicant	\$1530.61

An order shall issue requiring the respondent to pay the applicant cleaning and repair costs in the amount of \$1530.61.

Hal Logsdon
Rental Officer