

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
ALLAN MENACHO, 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 **TULITA, NT.**

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALLAN MENACHO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six thousand sixty three dollars and fifteen cents (\$6363.15).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of seven hundred thirty four dollars and eighty five cents (\$734.85).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
ALLAN MENACHO, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

ALLAN MENACHO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 14, 2010

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant

Date of Decision: January 14, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 30, 2009 when the respondent moved out of the premises. The applicant retained the security deposit and accrued interest (\$579.22) applying it to rent arrears (\$6363.15), cleaning costs (\$1069.04), garbage removal(\$26.17) and wall repairs (\$218.86) leaving a balance owing the applicant of \$7098. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided work orders and an invoice detailing the work performed and the materials used for the cleaning and repairs. The applicant stated that the repairs were made necessary by the negligence of the tenant and that the premises were not left in a clean condition when the respondent moved out.

I find the ledger in order and find the repair and cleaning costs to be reasonable. I find the respondent in breach of his obligations to pay rent arrears, repair damages and to leave the premises in a clean condition.

Applying the security deposit and accrued interest first to the repair and cleaning costs I find the repair and cleaning costs due to the applicant to be \$734.85, calculated as follows:

Security deposit and interest	\$579.22
cleaning costs	(\$1069.04)
removing garbage	(\$26.17)
wall repairs	<u>(\$218.86)</u>
Repair /Cleaning costs due applicant	\$734.85

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6363.15 and repair and cleaning costs of \$734.85.

Hal Logsdon
Rental Officer