

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **TIM LACOMBE AND CANDACE BALSILLIE**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**TIM LACOMBE AND CANDACE BALSILLIE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred seventy four dollars and forty eight cents (\$1274.48).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May,  
2010.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **TIM LACOMBE AND CANDACE BALSILLIE**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**TIM LACOMBE AND CANDACE BALSILLIE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 14, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trudy Spence, representing the applicant

**Date of Decision:** April 14, 2010

### **REASONS FOR DECISION**

The respondents were sent Notices of Attendance by registered mail which were returned undelivered. When Ms Balsillie was contacted by phone she indicated she would pick up the notices at the rental office but failed to do so. However Ms Balsillie was provided with the date, time and place of the hearing by phone on two occasions prior to the hearing. The respondents failed to appear at the hearing. I am satisfied that the respondents were aware of the hearing and had an adequate opportunity to appear. The hearing was held in their absence.

The tenancy agreement between the parties was terminated on February 16, 2010 when the respondents vacated the premises. The applicant retained the security deposit (\$1650) and accrued interest (\$23.38) applying it against the outstanding January, 2010 rent (\$1675), the February, 2010 rent for 16 days (\$942.86) cleaning costs (\$100), carpet cleaning costs (\$150) and the replacement of a damaged bifold door (\$80), resulting in a balance owing the applicant of \$1274.48. The applicant sought an order requiring the respondents to pay that amount.

The applicant completed an itemised statement of security deposit deductions in accordance with section 18 of the *Residential Tenancies Act* and provided a copy of the statement in evidence.

I find the statement in order and find the cleaning and repair costs to be reasonable. Applying the retained security deposit and interest first to the cleaning and repair costs, I find rent arrears in the amount of \$1274.48 calculated as follows:

- 3 -

Security deposit	\$1650.00
Interest	23.38
Repairs	(330.00)
Rent arrears	<u>(2617.86)</u>
Amount owing applicant	\$1274.48

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1274.48.

---

Hal Logsdon  
Rental Officer