

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **JAMES MACNEIL AND SHAWNETTE MACNEIL**, 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 -

JAMES MACNEIL AND SHAWNETTE MACNEIL

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 cleaning and repair costs in the amount of three thousand six hundred sixty seven dollars and eighty two cents (\$3667.82).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant water costs paid on their behalf in the amount of one thousand three hundred one dollars and ten cents (\$1301.10).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

JAMES MACNEIL AND SHAWNETTE MACNEIL

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 served with Notices of Attendance sent by registered mail and confirmed delivered. 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 November 30, 2009 when the respondents vacated the premises. The applicant retained the security deposit (\$1400) and accrued interest (\$205.18), applying it against cleaning costs (\$441), carpet replacement (\$3000), painting (\$1682), miscellaneous repairs (\$150) and water bills that had been paid on behalf of the respondents (\$1301.10), leaving a balance owing to the applicant in the amount of \$4968.92. 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.

The applicant also provided a copy of the water bill and the tenancy agreement in evidence. The tenancy agreement obligated the respondents to pay for the cost of water during the term. The applicant stated that the water costs had been added to the landlord's tax account and that the amount had been paid on behalf of the respondents.

The applicant noted that the carpet replacement costs and the painting costs had been depreciated based on a ten year life expectancy for carpet and a five year life expectancy for painting.

Invoices for the cleaning and painting costs were provided in evidence. The applicant stated that the repairs were necessary due to the negligence of the tenants or persons they permitted in the premises.

I find the statement in order. Applying the retained security deposit first to the cleaning and repair costs I find an amount owing the applicant of \$3667.82. I also find an amount owing the applicant for water costs paid on behalf of the respondents of \$1301.10.

An order shall issue requiring the respondents to pay the applicant cleaning and repair costs of \$3667.82 and costs for water in the amount of \$1301.10.

Hal Logsdon
Rental Officer