

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **TONY LUCAS AND PRISCILLA SMITH**, 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 **INUVIK, NT.**

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

TONY LUCAS AND PRISCILLA SMITH

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 seventy one dollars and twenty four cents (\$71.24).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of July, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **TONY LUCAS AND PRISCILLA SMITH**, Respondents.

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BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

TONY LUCAS AND PRISCILLA SMITH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 14, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Greg Murphy, representing the applicant
Priscilla Smith, respondent

Date of Decision: July 22, 2010

REASONS FOR DECISION

The parties agreed that the applicant and respondents entered into a tenancy agreement on or about January 9, 2009 for apartment #25. The monthly rent for the premises was \$1250. There was no evidence of a written agreement. On or about April 1, 2009 the respondents moved to apartment #26. The monthly rent for those premises was \$1400. There was no evidence of a written tenancy agreement. On August 1, 2009 the respondents moved to apartment #9 and a written tenancy agreement was executed which was provided in evidence. The monthly rent for those premises was \$1400 and a security deposit of \$1400 was required. Mr. Lucas moved out on or about March 31, 2010 and a written tenancy agreement between the applicant and Ms Smith commencing on April 1, 2010 was executed. On May 11, 2010 the landlord took possession of the premises. The applicant claims the premises were abandoned on that date but Ms Smith alleged that she was locked out. Ms. Smith has filed an application alleging that the applicant disturbed her lawful possession. Her application was not heard at this hearing as it had not yet been served on the landlord.

The applicant alleged that the respondents failed to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears. The applicant also sought an order terminating the tenancy agreement. The application was filed after the landlord took possession of the premises, claiming they were abandoned. It is unclear why the landlord sought an order terminating the agreement. If the premises were, in fact, abandoned, an issue which I will

determine when Ms Smith's application is heard, the tenancy agreement has already been terminated.

The applicant filed a statement of the security deposit which indicates that rent arrears (\$2800), painting costs (\$975), cleaning (\$300) and storage costs of abandoned property (\$105) were deducted from the security deposit (\$1400) and interest (\$31.64) resulting in an amount owing the applicant of \$2748.36. The applicant stated that they did not wish to pursue relief for the painting, reducing the amount alleged owing to \$1773.36.

The respondent disputed the allegations stating that she only owed the rent for April, 2010.

There are actually four tenancy agreements here:

1. January 09/09 to March 31/09 between GBH Holdings Ltd. and the respondents for apartment #25.
2. April 01/09 to July 31/09 between GBH Holdings Ltd. and the respondents for apartment #26.
3. August 01/09 to March 31/10 between GBH Holdings Ltd. and the respondents for apartment #9.
4. April 1/10 to April 11/10 between GBH Holdings Ltd. and Priscilla Smith for apartment #9.

The applicant's accounting however treats the four tenancy agreements as if they were one, carrying over the security deposit and ending balance from one to the next.

The applicant provided a “Tenant Record Sheet” in evidence outlining payments made from January 12, 2009 to April 15, 2010. The parties agreed that the payments listed included all the payments of rent made to the applicant during that period and that no additional payments of rent had been made.

Segregating the three tenancy agreements, where the respondents are joint tenants, and using the rent payments recorded on the “Tenant Record Sheet”, I find the following:

1. January 09/09 to March 31/09 tenancy agreement

Rent	\$3427.42
Payments	<u>(3809.00)</u>
Balance	(\$381.58)

2. April 01/09 to July 31/09 tenancy agreement

Balance applied from previous agreement	(\$381.58)
Rent	5600.00
Payments	<u>(7000.00)</u>
Balance	(\$1781.58)

3. August 01/09 to March 31/10 tenancy agreement

Balance applied from previous agreement	(\$1781.58)
Rent	11,200.00
Payments	<u>(7915.54)</u>
Balance	\$1502.88

Taking into consideration the security deposit and accrued interest, I find a balance due to the

applicant in the amount of \$71.24, calculated as follows:

Security deposit	\$1400.00
Interest	31.64
Rent arrears	<u>(1502.88)</u>
Balance owing applicant	\$71.24

I shall not consider the cleaning charges at this time as I assume the respondent would dispute them if she believes she was locked out. The cleaning costs and storage costs shall be considered when Ms Smith's application is heard.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$71.24.

Hal Logsdon
Rental Officer