

IN THE MATTER between **BUENA VISTA PROPERTIES LTD.**, Applicant, and
KEVIN ST. AMAND, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **INUVIK, NT.**

BETWEEN:

BUENA VISTA PROPERTIES LTD.

Applicant/Landlord

- and -

KEVIN ST. AMAND

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 five thousand three hundred ten dollars (\$5310.00).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of October,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **BUENA VISTA PROPERTIES LTD.**, Applicant, and
KEVIN ST. AMAND, 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:

BUENA VISTA PROPERTIES LTD.

Applicant/Landlord

-and-

KEVIN ST. AMAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 21, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Vince Brown, representing the applicant

Date of Decision: October 2, 2012

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on June 3, 2012 when the respondent vacated the premises. The applicant retained the security deposit (\$1600) and accrued interest (\$1.39), applying against cleaning costs (\$585), carpet replacement (\$600), other un-itemized repairs (\$2600) and rent arrears (\$5310) leaving a balance owing to the landlord of \$7493.61. The applicant sought an order for that amount.

The applicant provided a check-in/check-out inspection report and a statement of the security deposit in evidence.

Section 18 of the *Residential Tenancies Act* requires that a security deposit statement include a "final itemized statement of account for any repairs that the landlord is claiming". The applicant's statement includes a single lump sum of \$2600 for "REPAIR - 40 HOURS @ \$65/HR". This is not in my opinion an itemised statement of repair. However, the check-out inspection report does provide some detail of the damages, including a cabinet door, a hole in the bedroom wall, the replacement of a screen and a broken window. In my opinion the repair and cleaning detail provided is sufficient to justify the retention of the security deposit and accrued interest but no more.

I find the accounting of the rent to be in order and find rent arrears of \$5310. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5310.

Hal Logsdon
Rental Officer