

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **CRISTINA ESAU**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

CRISTINA ESAU

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 one thousand seven hundred thirty five dollars and twenty four cents (\$1735.24).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **CRISTINA ESAU**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

CRISTINA ESAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 16, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Greg Murphy, representing the applicant

Date of Decision: January 17, 2013

REASONS FOR DECISION

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

The applicant stated that the respondent had vacated the premises on August 30, 2012. The applicant retained the security deposit (\$1250) applying it against wall and floor tile repair (\$450), cleaning (\$350), keys (\$100) and rent arrears (\$2489) leaving a balance owing to the landlord of \$2139. The applicant sought an order requiring the respondent to pay that amount.

The applicant testified that there were several holes in the walls which had to be patched and painted as well as a number of floor tiles which had to be replaced due to stains. The applicant stated that the premises were extremely dirty requiring ten hours of cleaning. The applicant also stated that a security key had not been returned requiring him to have another one cut.

A statement of the security deposit was provided in evidence as well as a record of all payments made by the respondent. The payment record sheet indicates that a total of \$3831.25 was paid by the respondent for rent. The monthly rent for the premises was \$1250. The tenancy agreement commenced on April 9, 2012. Using these figures, I calculate the rent arrears to be \$2085.42 rather than \$2489.

Rent -April 9-30	\$916.67
Rent -May - Aug @ \$1250/month	<u>5000.00</u>
Total Rent	\$5916.67
Amount paid as per statement	<u>3831.25</u>
Rent arrears	\$2085.42

The applicant has not applied any interest to the security deposit. The applicant stated that the deposit was paid in three payments, only two of which are posted to the payment record sheet. He was unsure of the payment date for the third payment. For purposes of interest calculation I have assumed the third payment was made three months after the commencement of the tenancy agreement. I find the accrued interest to be \$0.18.

I find the repair, cleaning and key costs reasonable.

Applying the security deposit and accrued interest first to the repair, cleaning and keys costs, I find rent arrears of \$1735.24 calculated as follows:

Security deposit	\$1250.00
Interest	.18
Repairs - drywall, paint, tiles	(450.00)
Cleaning	(350.00)
Key	(100.00)
Rent arrears	<u>(2085.42)</u>
Total due applicant	\$1735.24

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1735.24.

Hal Logsdon
Rental Officer