

IN THE MATTER between **DEBORAH REMNANT**, Applicant, and **ANTHONY WHELAN AND ANGELA OUILLETTE**, Respondents;

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 **YELLOWKNIFE, NT**.

BETWEEN:

DEBORAH REMNANT

Applicant/Landlord

- and -

ANTHONY WHELAN AND ANGELA OUILLETTE

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 six hundred seventy one dollars and eighty cents (\$1671.80).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of March, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **DEBORAH REMNANT**, Applicant, and **ANTHONY WHELAN AND ANGELA OUILLETTE**, 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:

DEBORAH REMNANT

Applicant/Landlord

-and-

ANTHONY WHELAN AND ANGELA OUILLETTE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 26, 2013

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Deborah Remnant, applicant

Date of Decision: February 26, 2013

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by email. 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 December 9, 2012. The applicant retained the security deposit (\$757.60) applying it against repairs to the door lock and handle (\$150.15) general cleaning (\$294), repair of the dishwasher door (\$84), electricity charges (\$121.28), replacement of keys (\$80) and rent arrears (\$1700) resulting in a balance owing the applicant of \$1671.83. The applicant sought an order for that amount.

The applicant provided a security deposit statement, tenancy agreement, repair invoices, inspection reports and photographs in evidence. The applicant stated that the door repairs were made necessary due to a fire in the premises caused by the respondent's negligence resulting in the fire department having to force entry. The applicant also stated that the dishwasher door would not lock which appeared to be the result of someone sitting or standing on the door.

The tenancy agreement between the parties obligated the respondents to pay for electricity during the term of the agreement. The applicant stated that the respondents failed to establish an account for the electricity, keeping the account in the former tenant's name. The applicant stated that she paid the balance of the account and sought reimbursement for the electricity that she had paid on behalf of the respondents.

The applicant has neglected to calculate interest on the security deposit which I find to be \$0.03.

Other than that omission, I find the statement in order. Applying the retained security deposit and interest first to the repair, cleaning and electricity costs, I find rent arrears owed to the applicant of \$1671.80, calculated as follows:

Security deposit	(\$757.60)
Interest	(0.03)
Door lock and handle	150.15
Cleaning	294.00
Dishwasher door	84.00
Electricity	121.28
Keys	80.00
Rent arrears	<u>1700.00</u>
Total owing applicant	\$1671.80

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1671.80.

Hal Logsdon
Rental Officer