

IN THE MATTER between **6165 NWT LTD.**, Applicant, and **KEVIN PRITCHARD**,
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 **YELLOWKNIFE, NT.**

BETWEEN:

6165 NWT LTD.

Applicant/Landlord

- and -

KEVIN PRITCHARD

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 two thousand three hundred fifty dollars and twenty cents (\$2350.20).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of March,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **6165 NWT LTD.**, Applicant, and **KEVIN PRITCHARD**, 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:

6165 NWT LTD.

Applicant/Landlord

-and-

KEVIN PRITCHARD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aysia Lowell-Guy, representing the applicant

Date of Decision: March 1, 2013

REASONS FOR DECISION

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

The tenancy agreement between the parties was terminated on or about January 31, 2013. The applicant retained the security deposit (\$1100) and interest (\$0.38) applying it against rent arrears (\$2950), cleaning costs (\$578), carpet cleaning (\$190.58) patching and painting (\$75) and an NSF cheque fee (\$50) resulting in a balance owed to the applicant of \$2743.20. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided statements of the security deposit and rent account and a copy of the tenancy agreement in evidence.

The applicant's security deposit statement does not accurately reflect the amount of rent owing. The rent statement and the testimony of the applicant indicate that the rent arrears are \$2600 comprised of November, 2012 (\$400), December, 2012 (\$1100) and January, 2013 (\$1100). A \$50 NSF fee was applied in November, 2012. The security deposit statement indicates that the December rent arrears plus the NSF fee equals \$1500, rather than \$1150.

The applicant acknowledged that the NSF fee charged by the bank was \$7. Landlords are permitted to recover NSF costs which they actually incur but amounts in excess of actual costs

are penalties which are prohibited by section 13 of the *Residential Tenancies Act*. I will allow relief of \$7 for the NSF charge.

I find the cleaning and repair costs reasonable. Adjusting the rent arrears and NSF fee and applying the retained security deposit first to the cleaning and repair costs, I find rent arrears owing to the applicant of \$2350.20 calculated as follows:

Security deposit	(\$1100.00)
Interest	(0.38)
Carpet cleaning	190.58
Cleaning	578.00
Patch/paint	75.00
Rent	2600.00
NSF charge	<u>7.00</u>
Owing applicant	\$2350.20

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2350.20.

Hal Logsdon
Rental Officer