

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **LISA GOULET AND BYRON MEYER**, 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:

5655 NWT LTD.

Applicant/Landlord

- and -

LISA GOULET AND BYRON MEYER

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand four hundred sixty nine dollars and seventy seven cents (\$2469.77).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of July, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **LISA GOULET AND BYRON MEYER**, 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:

5655 NWT LTD.

Applicant/Landlord

-and-

LISA GOULET AND BYRON MEYER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **July 5, 2013**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Lynn Elkin, representing the applicant**

Date of Decision: **July 19, 2013**

REASONS FOR DECISION

This matter was adjourned on June 14, 2013 to permit the landlord to file documents with the rental officer. The parties were advised at that time of the date, time and location of the continuation of the hearing. 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 April 30, 2013 when the respondents vacated the premises. The applicant retained the security deposit (\$1500) and the accrued interest (\$0.23), applying it against replacement of damaged doors (\$1485), repair of walls (\$660), replacement of stove (\$235), replacement of refrigerator (\$500), repair of kitchen drawer (\$40), bedroom painting (\$120), repair of porch ceiling (\$70), living room paint (\$145), replacement of toilet (\$200), unclog bathroom sink (\$20), repair front deck (\$160), repair shed wall (\$85), carpet cleaning (\$100) and general cleaning (\$150), resulting in an amount owing the applicant of \$2469.77. The applicant sought relief in that amount.

An interim order was issued providing the applicant relief for rent arrears.

The applicant provided an itemised statement of the security deposit and deductions as well as photographs of the damaged areas and detail on how the repair costs were calculated.

I find the repairs were necessary due to the negligence of the respondents and find the repair and

cleaning costs to be reasonable. An order shall issue requiring the respondents to pay the applicant repair and cleaning costs of \$2469.77.

Hal Logsdon
Rental Officer