

IN THE MATTER between **DEBBIE JEAN LAMOUELLE**, Applicant, and
BEHCHOKO KO GHA K'AODEE, 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 **BEHCHOKO, NT.**

BETWEEN:

DEBBIE JEAN LAMOUELLE

Applicant/Tenant

- and -

BEHCHOKO KO GHA K'AODEE

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of October,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **DEBBIE JEAN LAMOUELLE**, Applicant, and
BEHCHOKO KO GHA K'AODEE, 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:

DEBBIE JEAN LAMOUELLE

Applicant/Tenant

-and-

BEHCHOKO KO GHA K'AODEE

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: September 19, 2013

Place of the Hearing: Yellowknife, NT by teleconference

Appearances at Hearing: Debbie Jean Lamouelle, applicant
Patricia Lamouelle, representing the applicant
Mike Keohane, representing the respondent
Lorraine Hewlett, representing the respondent
Therese Migwi, witness for the respondent
Jacynthia Rabesca, witness for the respondent
Bobby McCallum, witness for the respondent

Date of Decision: September 30, 2013

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on June 17, 2013 when the applicant vacated the premises. The respondent retained the security deposit and accrued interest (\$734.32) applying it against rent arrears (\$1493) and repair costs (\$1774.50) leaving a balance owing of \$2533.18. The respondent issued a statement of the account on June 27, 2013 showing that balance owing. The respondent also provided an itemized statement of the alleged damages and repair costs.

The applicant disputed the deductions, stating that the rent arrears had been paid and that the repair costs were unreasonable. She provided two rent receipts in evidence showing a payment of \$500 on July 31, 2013 and a payment of \$258.68 on August 20, 2013.

The applicant stated that she had cleaned the premises and acknowledged that the photographs, provided in evidence by the respondent, fairly represented the condition of the premises when she moved out. She also acknowledged that the following damages were the result of her negligence or persons she permitted on the premises:

Damaged walls in the main entry, living room and bedrooms

Two broken windows in the living room

Damaged bedroom door

Missing electrical outlet covers

Missing door knob in utility area

The applicant disputed that the smoke detector was disconnected.

The photographic evidence does not indicate that the premises were clean. There are marks on walls, the floors and cabinets are not clean and the appliances are extremely dirty. The respondent has charged a total of \$425 for cleaning which, in my opinion is reasonable.

The respondent has charged \$410 for the patching of holes in the walls. In my opinion, that cost is reasonable given the damage indicated in the photographs and undisputed by the applicant.

The repair costs for the bedroom door (\$250), electrical outlet covers (\$30), door knob (\$45) and broken windows (\$500) are also, in my opinion, reasonable.

Although the applicant disputed that the smoke detector was disconnected, the check-out report, provided by the respondent in evidence and signed by the applicant, indicates that it was disconnected. I find the repair costs of \$30 to be reasonable.

The rent arrears were paid after the applicant vacated the premises. I find that the deductions from the security deposit were reasonable and that the current balance of \$1774.50 indicated on the respondent's current ledger card is accurate and justified. Applying the security deposit and interest and the latest payments to the rent arrears, I calculate that amount as follows:

Rent arrears	\$1493.00
Pmt July 31/13	(500.00)
Pmt August 20/13	(258.68)
Security deposit/interest	<u>(734.32)</u>
Rent arrears	\$0

Cleaning	\$425.00
Patching of holes	410.00
Bedroom door replacement	250.00
Outlet covers	30.00
Door knob	45.00
Connect smoke detector	30.00
Broken windows	500.00
GST	<u>84.50</u>
Total repairs and cleaning	\$1774.50

The respondent's deductions from the security deposit were reasonable. The application shall be dismissed.

Hal Logsdon
Rental Officer