

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **KATHLEEN MANGELANA AND DANIEL ROGERS**, 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 **INUVIK, NT.**

BETWEEN:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

- and -

KATHLEEN MANGELANA AND DANIEL ROGERS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Kathleen Mangelana shall pay the applicant rent arrears in the amount of one thousand eight hundred seven dollars and twenty seven cents (\$1807.27).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of October, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **KATHLEEN MANGELANA AND DANIEL ROGERS**, 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:

G.B.H. HOLDINGS LTD.

Applicant/Landlord

-and-

KATHLEEN MANGELANA AND DANIEL ROGERS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 24, 2015
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Greg Murphy, representing the applicant Kathleen Mangelana, respondent Daniel Rogers witness for the respondent
<u>Date of Decision:</u>	October 27, 2015

REASONS FOR DECISION

The tenancy agreement was originally made between the applicant and Kathleen Mangelana and Daniel Rogers. The tenancy agreement was amended on June 10, 2011 to include only Ms Mangelana as sole tenant.

Ms Mangelana's family name was incorrectly spelled on the application. The style of cause of the order has been amended to reflect the correct spelling of her name.

The tenancy agreement between the parties was terminated by order on August 31, 2015 and the respondent gave up possession of the premises on that date. The applicant retained the security deposit (\$1225) and accrued interest (\$27.36) applying it against materials for wall repairs (\$10), labour for wall repairs (\$105), cleaning (\$280) replacement of a light shade, keys and a socket plate (\$350) and rent arrears (\$2500) resulting in a balance owing to the applicant of \$1992.64. The applicant sought relief in that amount.

The respondent disputed the charges for cleaning, testifying that the premises were clean except for the stove which she had neglected to clean. There was no check-out inspection report or photographs entered in evidence by the applicant although he stated that he had both and could submit them at a later date.

The applicant is expected to provide their evidence at the hearing and may not provide evidence

after the hearing. To do so would deprive the respondent of the opportunity to speak to or rebut the additional evidence. The landlord is not a novice to this process and I see no reason to adjourn the matter to enable him to present evidence which he should have made available at the hearing. In my opinion, a reasonable charge for the cleaning of the stove is \$70.

The applicant has incorrectly calculated the interest on the security deposit. I find the interest due to be \$2.73.

Applying the retained security deposit and interest first to the repair and cleaning charges, I find rent arrears owing to the applicant of \$1807 calculated as follows:

Security deposit	(\$1225.00)
Interest	(2.73)
Wall repairs - materials	10.00
Wall repairs-labour @ \$35/hour	105.00
Cleaning at \$35/hour	70.00
Light shade, keys, socket plate	350.00
Rent arrears	<u>2500.00</u>
Total	\$1807.27

Ms Mangelana is the sole tenant and is therefore responsible for these rent arrears. An order shall issue requiring Kathleen Mangelana to pay the applicant rent arrears in the amount of \$1807.27

Hal Logsdon
Rental Officer