

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH KLENGENBERG**, 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, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**DEBORAH KLENGENBERG**

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 nine hundred seventy four dollars and ten cents (\$974.10).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DEBORAH KLENGENBERG**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**DEBORAH KLENGENBERG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 14, 2003

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

**Appearances at Hearing:** Trena Scott, representing the applicant

**Date of Decision:** January 14, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on December 19, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on January 6, 2003 when the respondent vacated the premises. The applicant retained the security deposit and completed a statement of the deposit. Rent arrears and costs of cleaning and repair were deducted from the deposit and accrued interest, leaving a balance owing to the landlord in the amount of \$974.10. The applicant sought an order requiring the respondent to pay that amount.

The applicant testified that the cleaning of the apartment and the carpet was made necessary as the apartment and carpet were not reasonably clean at the termination of the tenancy. The applicant also stated that keys were not returned and repairs were made necessary due to the negligence of the tenant. The applicant provided a copy of the tenant ledger which indicated a balance of rent arrears in the amount of \$1420.10 which included rent for six days in January, 2003.

I find the statement of the security deposit and the tenant ledger in order and find the costs of cleaning and repair to be reasonable. After the application of the security deposit, I find rent arrears owing in the amount of \$974.10 calculated as follows:

Security Deposit and Interest	\$1186.00
Cleaning, including carpet	(280.00)
Locksmith charges	(140.00)
Repairs	(320.00)
Rent arrears	<u>(1420.10)</u>
<b>Amount owing landlord</b>	<b>\$974.10</b>

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$974.10.

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Hal Logsdon  
Rental Officer