

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JULIE PAULEY**, 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 -

JULIE PAULEY

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 one thousand five hundred seventy six dollars and fifty cents (\$1576.50).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair and cleaning of the residential premises in the amount of one hundred fifty dollars and sixty three cents (\$150.63).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of February, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JULIE PAULEY**, 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-

JULIE PAULEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: February 25, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 18, 2005 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on or about December 8, 2004 when the respondent vacated the premises. The applicant retained the security deposit and completed a statement of the deposit which was entered in evidence. The applicant stated that cleaning and repairs of damages were necessary and that there were rent arrears in the amount of \$1576.50. The statement of the deposit indicated a balance of \$1727.13 owing the landlord. The applicant sought an order requiring the respondent to pay the applicant that amount.

A previous order (File#10-7997, filed on August 11, 2004) was issued requiring the respondent to pay the applicant rent arrears and terminating the tenancy agreement unless those arrears were paid in full by August 31, 2004. The tenant ledger indicates that the order was not satisfied before August 31, 2004. It appears the landlord did not enforce the order and filed again on September 23, 2004 to enforce the collection of the remaining balance of the security deposit.

I assume the applicant reinstated the agreement sometime after the August 11, 2004 order was issued. I find the monetary value of that order was satisfied as the respondent paid a total of \$4590.00 in rent since the order issued.

I find the security deposit statement in order and find, after the application of the deposit, rent arrears in the amount of \$1576.50 and costs of cleaning and repair in the amount of \$150.63. I find the amount owing the applicant to be \$1727.13 calculated as follows:

Security deposit	\$597.50
Interest	21.87
Rent arrears	(1576.50)
Repairs/cleaning	<u>(770.00)</u>
Balance owing	\$1727.13

An order shall issue requiring the respondent to pay the applicant rent arrears and costs of repair and cleaning in the amount of \$1727.13.

Hal Logsdon
Rental Officer