

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and
BENJAMIN SPENCER AND NICOLE STACEY, 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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

- and -

BENJAMIN SPENCER AND NICOLE STACEY

Respondents/Tenants

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 three hundred forty four dollars and twenty eight cents (\$1344.28).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of April,
2005.

Hal Logsdon
Rental Officer

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BENJAMIN SPENCER AND NICOLE STACEY, Respondents.

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BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

BENJAMIN SPENCER AND NICOLE STACEY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 5, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate Wilson, representing the applicant
Nicole Stacey, respondent

Date of Decision: April 6, 2005

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on March 31, 2005 when the respondent vacated the rental premises. The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2610.00.

The respondent did not dispute the allegations.

The applicant has not yet completed a statement of the security deposit but testified that the premises have been inspected and there will be no deductions for repair or cleaning. The amount of the security deposit held is \$1250.00. I calculate the interest on the deposit as \$15.72. Taking into account the security deposit and accrued interest, I find rent arrears in the amount of \$1344.28 calculated as follows:

Security deposit	\$1250.00
Interest	15.72
Rent arrears	<u>(2610.00)</u>
Amount owing landlord	\$1344.28

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1344.28.

Hal Logsdon
Rental Officer