

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **REAL LABELLE**, 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 -

**REAL LABELLE**

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 six hundred seventy four dollars and eighty five cents (\$674.85).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for overholding in the amount of ninety eight dollars (\$98.00).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of June, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **REAL LABELLE**, 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-

**REAL LABELLE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 14, 2005

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

**Appearances at Hearing:** David Beckwith, representing the applicant

**Date of Decision:** June 14, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered, but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on May 31, 2005 by order. The applicant testified that the respondent vacated the premises on June 3, 2005. The applicant retained the security deposit and accrued interest, applying it to cleaning costs, repairs and rent arrears. The applicant provided a copy of the security deposit statement which indicated a balance owing the landlord in the amount of \$772.85. The applicant sought an order requiring the respondent to pay that amount.

The applicant also provided a statement of the rent account which indicated a balance of rent owing in the amount of \$975 representing the May, 2005 rent. The applicant stated that the June rent had been prorated for the three days of occupancy. The applicant testified that the premises were not reasonably clean at the termination of the tenancy and the repairs were required due to the tenant's negligence.

Applying the security deposit and interest first to the repairs and cleaning, I find rent arrears in the amount of \$674.85 calculated as follows:

Security deposit and interest	\$1165.15
Cleaning, incl. carpet	(215.00)
Repairs	(650.00)

Rent arrears	<u>(975.00)</u>
Amount due applicant	\$674.85

In addition, I find the respondent responsible to compensate the landlord for the three days he remained in the premises after the tenancy agreement was terminated. The landlord's calculation of \$98 is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$674.85 and compensation for overholding in the amount of \$98.00.

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Hal Logsdon  
Rental Officer