

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MICHEAL WOLF**, 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 -

MICHEAL WOLF

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 eight hundred thirty three dollars and fourteen cents (\$833.14).

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

Hal Logsdon
Rental Officer

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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-

MICHEAL WOLF

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 by registered mail sent to the rental premises. The respondent failed to appear at the hearing and the hearing proceeded in his absence.

The applicant stated that the respondent vacated the premises on June 11, 2005 ending the tenancy agreement. The applicant retained the security deposit and interest applying it to cleaning costs, locksmith charges, repairs and rent arrears. The applicant provided a statement of the security deposit in evidence which indicated a balance owing the landlord in the amount of \$833.14. The applicant sought an order requiring the respondent to pay this amount.

The applicant testified that the premises were not left in a reasonably clean condition at the termination of the tenancy agreement and no keys were returned, necessitating changes to the locks. The applicant also testified that a bathroom door and a light fixture were damaged due to the tenant's negligence. The applicant provided a statement of the rent which indicated the May, 2005 rent in the amount of \$1295 had not been paid. The applicant also charged a prorated amount of rent for the eleven days in June during which the respondent occupied the premises.

I find the statement in order. Applying the retained deposit first to cleaning and repairs, I find rent arrears in the amount of \$833.14 calculated as follows:

Security deposit and interest	\$1311.86
Cleaning	(80.00)
Locksmith charges	(170.00)
Repairs	(125.00)
Rent arrears	<u>(1770.00)</u>
Amount owing applicant	\$833.14

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$833.14.

Hal Logsdon
Rental Officer