

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GREG BAGGS AND YVONNE BAGGS**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

GREG BAGGS AND YVONNE BAGGS

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 two hundred ninety three dollars and eighty two cents (\$293.82).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of July, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GREG BAGGS AND YVONNE BAGGS**, 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.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

GREG BAGGS AND YVONNE BAGGS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 7, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: David Beckwith, representing the applicant

Date of Decision: July 7, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the tenancy agreement was terminated on July 4, 2005 when the respondents vacated the premises. The applicant retained the security deposit and produced a statement of the security deposit in evidence. The statement indicates that locksmith charges and rent arrears were deducted from the deposit and accrued interest, leaving a balance owing to the applicant in the amount of \$294.12.

The applicant testified that the keys to the premises were not returned and that the June, 2005 rent had not been paid. The applicant stated that four days of rent for July, 2005 had been charged. A copy of the rent ledger was provided in evidence.

The interest calculation on the security deposit statement is incorrect. I find the interest owing to be \$30.18. Applying the retained deposit first to the locksmith charges, I find rent arrears in the amount of \$293.82 calculated as follows:

Security deposit	\$1195.00
Interest	30.18
Locksmith charges	(170.00)

Rent (June/05)	(1195.00)
Rent (July/05)	<u>(154.00)</u>
Amount owing applicant	\$293.82

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$293.82.

Hal Logsdon
Rental Officer