

IN THE MATTER between **994552 NWT LTD.**, Applicant, and **ROCKY MUDALIAR**, 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:

**994552 NWT LTD.**

Applicant/Landlord

- and -

**ROCKY MUDALIAR**

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 forty four dollars and forty six cents (\$844.46).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of November, 2005.

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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:

**994552 NWT LTD.**

Applicant/Landlord

-and-

**ROCKY MUDALIAR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 1, 2005

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

**Appearances at Hearing:** Vince Dixon, representing the applicant

**Date of Decision:** November 1, 2005

**REASONS FOR DECISION**

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

The applicant stated that the legal name of the landlord was 994552 NWT Ltd. The style of cause of the order shall reflect that name.

The tenancy agreement between the parties commenced on August 1, 2005 and was made for a term of one year. The applicant stated that the respondent vacated the rental premises on or about September 30, 2005. The applicant testified that the respondent had failed to pay the September, 2005 rent in the amount of \$1305. The applicant has retained the security deposit and provided an itemized statement of repairs and cleaning to the rental officer.

The applicant alleged that there was extensive cleaning required and provided photographs of the premises taken after the tenant had vacated. The applicant also testified that a screen was damaged and the walls required some patching and painting. I find the repairs to be necessary due to tenant negligence and the cleaning and repair costs reasonable.

Applying the retained security deposit first to the cleaning and repairs, I find rent arrears in the amount of \$844.46, calculated as follows:

Security deposit	\$1305.00
Interest	5.54
Rent arrears	(1305.00)
Remove garbage	(150.00)
Carpet cleaning	(250.00)
General cleaning	(300.00)
Wall & screen repairs	<u>(150.00)</u>
Amount due applicant	\$844.46

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$844.46.

The applicant shall provide an itemized statement of the security deposit and deductions and provide it to the respondent at his last known address in accordance with section 18(3) of the *Residential Tenancies Act*.

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Hal Logsdon  
Rental Officer