

IN THE MATTER between **TERRY GITERSOS**, Applicant, and **NOONEE SANSPARIEL**, 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:

TERRY GITERSOS

Applicant/Landlord

- and -

NOONEE SANSPARIEL

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 two hundred eighty four dollars and thirty two cents (\$284.32).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of utilities which were paid on his behalf in the amount of eight hundred thirty six dollars and seven cents (\$836.07).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **TERRY GITERSOS**, Applicant, and **NOONEE SANSPARIEL**, 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:

TERRY GITERSOS

Applicant/Landlord

-and-

NOONEE SANSPARIEL

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Terry Gitersos, applicant
<u>Date of Decision:</u>	March 23, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 16, 2006. The respondent contacted the rental office immediately prior to the hearing and requested he be permitted to attend by telephone. The respondent provided two telephone numbers where he could be reached. The respondent could not be reached at either number and failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on or about October 31, 2005 when the respondent vacated the premises. The applicant retained the security deposit, applying it against rent arrears and the replacement of a door which was damaged. The applicant testified that the respondent failed to fill the fuel tank when he vacated and failed to pay for the full cost of water during the tenancy. The applicant stated that he paid these costs on behalf of the respondent and sought compensation. Receipts for the door, fuel and water were submitted in evidence.

The applicant also stated that the respondent had left personal effects on the premises and that numerous items of no value had to be disposed of. The applicant has filed an inventory of abandoned property with the Rental Officer. In my opinion, compensation of \$100 is reasonable for the general clean-up performed by the applicant.

I find the respondent in breach of his obligation to pay rent. Applying the security deposit first to

the replacement of the door and cleaning costs, I find rent arrears of \$284.32. I also find the respondent in breach of his obligation to pay for utilities during the tenancy and find these costs, which have been paid on his behalf by the applicant to be \$836.07.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$284.32 and utility costs of \$836.07 calculated as follows.

Security deposit	\$500.00
Interest	7.45
Door replacement	(241.77)
Cleaning costs	(100.00)
Rent arrears	<u>(450.00)</u>
Rent arrears owing applicant	\$284.32
Water costs	\$137.76
Fuel costs	<u>698.31</u>
Total utility costs	\$836.07

Hal Logsdon
Rental Officer