

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **DOLPHUS NITSIZA**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**DOLPHUS NITSIZA**

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 one thousand nine hundred ninety two dollars and eighty six cents (\$1992.86).
2. Pursuant to section 43(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of one thousand two hundred sixty one dollars and twenty five cents (\$1261.25).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of April,  
2006.

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Hal Logsdon  
Rental Officer

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and **DOLPHUS NITSIZA**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**DOLPHUS NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 21, 2006

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

**Appearances at Hearing:** Trudy Spence, representing the applicant  
Melissa Mantla, representing the respondent

**Date of Decision:** March 21, 2006

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on February 3, 2006 when the respondent vacated the premises. The applicant retained the security deposit, applying the deposit against rent arrears and cleaning and repair costs and issued a statement of the security deposit. The statement, which was provided as evidence along with photographs of the premises, indicated a balance owing to the applicant in the amount of \$3354.14. The applicant stated that a garage door opener had since been returned reducing the amount to \$3254.14. The applicant sought an order requiring the respondent to pay that amount.

The respondent's representative did not dispute the allegations.

I find the statement in order except for an arithmetic error. Applying the security deposit first to cleaning and repair costs I find rent arrears in the amount of \$1992.86 and repair and cleaning costs in the amount of \$1261.25.

An order shall issue requiring the respondent to pay the applicant rent arrears and cleaning and repair costs in the total amount of \$3254.11.

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Hal Logsdon  
Rental Officer