

IN THE MATTER between **KENNETH DAHL**, Applicant, and **MICHAEL MANDEVILLE**, 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:

KENNETH DAHL

Applicant/Landlord

- and -

MICHAEL MANDEVILLE

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 three thousand seven hundred sixty five dollars and twenty two cents (\$3765.22).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of May, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **KENNETH DAHL**, Applicant, and **MICHAEL MANDEVILLE**, 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:

KENNETH DAHL

Applicant/Landlord

-and-

MICHAEL MANDEVILLE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 2, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Kenneth Dahl, applicant
<u>Date of Decision:</u>	May 11, 2006

REASONS FOR DECISION

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

The tenancy agreement between the parties was terminated on April 17, 2006 when the respondent vacated the premises. The applicant retained the security deposit but did not produce a statement of the security deposit pursuant to section 18 of the *Residential Tenancies Act*. The applicant testified that the respondent owed rent arrears in the amount of \$4112.50 which included a prorated amount for the month of April, 2006. The applicant also testified that the respondent had damaged a lockset and failed to return a garage door opener. He sought compensation for these items in the amount of \$80.

I find the repairs reasonable and the rent arrears to be \$4112.50. I find the interest on the security deposit to be \$7.28. Applying the retained security deposit first to the repair costs I find rent arrears of \$3765.22 calculated as follows:

Security deposit	\$420.00
Interest	7.28
Repair costs	(80.00)
Rent arrears	<u>(4112.50)</u>
Amount due applicant	\$3765.22

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3765.22.

Hal Logsdon
Rental Officer