

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **TIMOTHY SAFTNER**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**TIMOTHY SAFTNER**

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 three hundred twenty four dollars (\$1324.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of ninety eight dollars and twenty seven cents (\$98.27).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of December, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **TIMOTHY SAFTNER**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**TIMOTHY SAFTNER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2006

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

**Appearances at Hearing:** Mikail Aslam, representing the applicant

**Date of Decision:** December 19, 2006

**REASONS FOR DECISION**

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

The applicant testified that the premises were believed to be abandoned but the landlord was unable to enter the premises because the respondent had changed the locks without the landlord's permission. On November 10, 2006, the applicant broke the door and discovered the premises abandoned. The applicant retained the security deposit (\$497.50) applying it against general cleaning (\$80.00), carpet cleaning (\$135.00), locksmith and key charges (\$185.00), door repairs (\$200.00) and rent arrears (\$1324.00) resulting in an amount due to the applicant in the amount of \$1426.50.

The applicant provided photographic evidence of the damages and a copy of the rent ledger indicating rent arrears of \$1324.

The applicant has neglected to calculate the interest on the security deposit which I find to be \$4.23.

Except for the neglected interest, I find the statement in order. I find the damages were the result of the tenant's negligence and not normal wear and tear and the repair costs reasonable. Applying

the security deposit first to cleaning and repairs I find repair costs to be \$98.27 rent arrears to be

\$1324 calculated as follows:

Security deposit	\$497.50
Interest	4.23
General cleaning	(80.00)
Carpet cleaning	(135.00)
Locksmith charges/keys	(185.00)
Door repair costs	<u>(200.00)</u>
Repair costs due applicant	\$98.27
plus rent arrears	<u>1324.00</u>
Total due applicant	\$1422.27

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1324 and repair costs in the amount of \$98.27.

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Hal Logsdon  
Rental Officer