

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **NATHAN WILSON AND NATHAN CHRISTISON**, Respondents;

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 -

**NATHAN WILSON AND NATHAN CHRISTISON**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six hundred seventy seven dollars and eleven cents (\$677.11).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of four hundred fifty one dollars and sixty eight cents (\$451.68).

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 **NATHAN WILSON AND NATHAN CHRISTISON**, Respondents.

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-

**NATHAN WILSON AND NATHAN CHRISTISON**

Respondents/Tenants

**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 respondents were served with Notices of Attendance sent by registered mail to the rental premises, which was the last known address of the respondents. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on November 17, 2006 when the respondents vacated the premises.. The applicant retained the security deposit (\$600.00) applying it against general cleaning (\$100.00), locksmith and key charges (\$155.00), wall repairs in the apartment and hallways (\$800.00) and rent arrears (\$677.11) resulting in an amount due to the applicant in the amount of \$1132.11.

The applicant provided photographic evidence of the damages and a copy of the rent ledger indicating rent arrears of \$677.11.

The applicant has neglected to calculate the interest on the security deposit which I find to be \$3.32.

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 \$451.68 and rent arrears to be \$677.11 calculated as follows:

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Security deposit	\$600.00
Interest	3.32
General cleaning	(100.00)
Locksmith charges/keys	(155.00)
Wall repairs	<u>(800.00)</u>
Repair costs due applicant	\$451.68
plus rent arrears	677.11
Total due applicant	\$1128.79

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$677.11 and repair costs in the amount of \$451.68.

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Hal Logsdon  
Rental Officer