

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **ROBERT KLENGENBERG**, 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 **HOLMAN, NT**.

BETWEEN:

HOLMAN HOUSING ASSOCIATION

Applicant/Landlord

- and -

ROBERT KLENGENBERG

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 sixty four dollars (\$64.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to a call-out due to lost keys to the premises in the amount of thirty dollars and seventy six cents (\$30.76).
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **ROBERT KLENGENBERG**, 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:

HOLMAN HOUSING ASSOCIATION

Applicant/Landlord

-and-

ROBERT KLENGENBERG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 13, 2006

Place of the Hearing: Holman, NT via teleconference

Appearances at Hearing: Karen Kidekudlak, representing the applicant

Date of Decision: February 13, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for costs related to a lock-out. The applicant sought an order requiring the respondent to pay the alleged arrears and call-out charges.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$64.

The applicant also provided a copy of the tenant damages ledger which indicated a balance of repair charges owing in the amount of \$30.76. The applicant stated that these charges were for a call out to assist the tenant to gain entry to the premises.

I find the respondent in breach of his obligation to pay rent and call-out charges related to the lock-out. I find the rent arrears to be \$64 and the call-out charges to be \$30.76.

An order shall issue requiring the respondent to pay the applicant rent arrears and call-out charges in the total amount of \$94.76 and to pay future rent on time.

Hal Logsdon
Rental Officer