

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **ALLAN SIBBESTON**, 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 **HAY RIVER, NT.**

BETWEEN:

**GREENWAY REALTY LTD.**

Applicant/Landlord

- and -

**ALLAN SIBBESTON**

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 two thousand forty three dollars (\$2043.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of November, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **GREENWAY REALTY LTD.**, Applicant, and **ALLAN SIBBESTON**, 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:

**GREENWAY REALTY LTD.**

Applicant/Landlord

-and-

**ALLAN SIBBESTON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 7, 2007

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Patricia Kay, representing the applicant

**Date of Decision:** November 16, 2007

**REASONS FOR DECISION**

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

The applicant served a notice of early termination on the respondent on September 11, 2007 for non-payment of rent, seeking vacant possession on September 21, 2007. The applicant testified that the respondent vacated the premises on September 21, 2007. The applicant has retained the security deposit and interest. The applicant now seeks an order requiring the respondent to pay rent arrears in excess of the retained security deposit and interest.

The applicant provided a statement of the rent which indicated a balance of rent owing as at August 31, 2007 in the amount of \$2015.61. The rent for the premises is \$1181.97/month.

The applicant testified that the premises were very dirty and required two persons working 8 hours to bring the premises to a reasonable state of cleanliness. The cost of cleaning was \$320. The applicant also testified that the locks had to be changed at a cost of \$30. I find the cleaning and the lock change costs to be reasonable.

The security deposit of \$1100 was provided to the applicant in full on August 1, 2006. I find the interest on the deposit to be \$49.99.

As the respondent complied with the applicant's early notice of termination, the rent for September, 2007 should be prorated to September 21, 2007. I find the September, 2007 rent to be \$827.38. Adding this to the August 31, 2007 balance, I find rent arrears in the amount of \$2842.99.

Applying the retained security deposit first to the cleaning and lock charges, I find rent arrears owing to the applicant in the amount of \$2043, calculated as follows:

Security deposit	\$1100.00
Interest	49.99
Less cleaning	(320.00)
Less lock change	(30.00)
Less rent arrears	<u>(2842.99)</u>
Amount owing applicant	\$2043.00

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2043.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2043.

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Hal Logsdon  
Rental Officer