

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STUART NEARY**, 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 -

STUART NEARY

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 seven hundred thirty seven dollars and ninety five cents (\$1737.95).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July, 2002.

Hal Logsdon
Rental Officer

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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-

STUART NEARY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 9, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant

Date of Decision: July 9, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on June 25, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the applicant the alleged rent arrears.

The applicant testified that the respondent had vacated the rental premises on July 4, 2002.

Following the termination, the applicant completed a statement of the security deposit which he presented in evidence. The statement indicates that the following deductions were made from the deposit leaving a balance of rent arrears owing in the amount of \$1737.95.

Security deposit	\$350.00
Interest on deposit	58.05
Cleaning	(160.00)
Steam Cleaning of carpet	(135.00)
Rent arrears	<u>(1851.00)</u>
Total Owing	\$1737.95

The applicant testified that the rent had been prorated for the four days in July and that the rent discount of \$120/month had been rescinded as per the tenancy agreement for the four months of March-June, 2002.

In my opinion, the recapture of the discount is reasonable as are the costs associated with cleaning. The accounting of the security deposit and the rent ledger appear to be in order. I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I

find the rent arrears to be \$1737.95. An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1737.95.

Hal Logsdon
Rental Officer