

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JACK ROESLER AND GEORGINA ROESLER**, 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 -

**JACK ROESLER AND GEORGINA ROESLER**

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 two hundred seven dollars (\$207.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**JACK ROESLER AND GEORGINA ROESLER**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2003

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

**Appearances at Hearing:** Trena Scott, representing the applicant

**Date of Decision:** June 10, 2003

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on May 30, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant stated that the tenancy agreement between the parties was terminated on June 2, 2003 when the respondents vacated the rental premises. The applicant retained the security deposit and accrued interest, applying it against cleaning costs, repairs of damages and rent arrears. The applicant sought an order requiring the respondents to pay rent arrears in excess of the retained security deposit in the amount of \$207. The applicant provided a statement of the security deposit in evidence. The applicant also provided photographs of the rental premises.

I find the cleaning costs reasonable in light of the photographic evidence. Similarly, I find the repair costs (the replacement of an interior door and some carpet) reasonable given the extent of damage indicated in the photographs. The tenant ledger appears to be in order and indicates rent arrears of \$575. Applying the security deposit and accrued interest first to the repair and cleaning costs, I find a balance of rent owing in the amount of \$207, calculated as follows:

Security deposit and interest	1328.00
Cleaning	(80.00)
Carpet replacement	(750.00)
Door repair	(120.00)
Bulbs	(10.00)
Rent arrears	<u>(575.00)</u>
Amount owing applicant	\$207.00

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$207.

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Hal Logsdon  
Rental Officer