

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **LOT ULAYTURULUK**, 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 -

**LOT ULAYTURULUK**

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 nine hundred ninety dollars (\$1990.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent will pay compensation to the applicant for cleaning costs and costs of repair of tenant damages to the premises in the amount of one hundred thirty six dollars and twenty one cents (\$136.21).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of March, 2005.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**LOT ULAYTURULUK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 8, 2005

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Lot Ulayturuluk, respondent (by telephone)

**Date of Decision:** March 8, 2005

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on January 12, 2005 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest and completed a statement of the security deposit. The statement indicated that after deductions for cleaning, repairs and outstanding rent there was a balance owing to the landlord of \$2126.21. Of that amount \$1990 was rent arrears and \$136.21 related to repairs and cleaning. The applicant provided a statement of the rent account and the security deposit statement in evidence.

The respondent did not dispute the allegations.

I find the statement of the deposit in order and find the rent arrears to be \$1990. After the application of the security deposit and interest, I find the balance of repair and cleaning costs to be \$136.21. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2126.21.

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Hal Logsdon  
Rental Officer