

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **TOM AKOAK**, 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 -

TOM AKOAK

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 three hundred thirty eight dollars and fifty four cents (\$338.54).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of June, 2005.

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-

TOM AKOAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: David Beckwith, representing the applicant

Date of Decision: June 14, 2005

REASONS FOR DECISION

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

The applicant stated that the tenant vacated the rental premises on June 3, 2005 ending the tenancy agreement. The applicant retained the security deposit and accrued interest applying it to cleaning charges, locksmith costs and rent arrears. The applicant provided a statement of the security deposit in evidence which indicated a balance owing to the landlord in the amount of \$258.54. The applicant sought an order requiring the respondent to pay the cleaning and locksmith costs and rent arrears net of the retained deposit and interest.

The applicant testified that the premises were not left reasonably clean and that the keys were not returned. The applicant charged \$80 for cleaning charges and \$170 for locksmith costs. The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$995, representing the May, 2005 rent. The applicant also charged a prorated amount of \$99 for the days the respondent occupied the premises in June, 2005.

The applicant's statement of security deposit contains an arithmetic error. Applying the retained deposit and interest first to cleaning and locksmith costs, I find the rent arrears to be \$338.54, calculated as follows:

Security deposit and interest	\$1005.46
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Cleaning costs	(80.00)
Locksmith charges	(170.00)
Rent arrears	<u>(1094.00)</u>
Amount due applicant	\$338.54

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$338.54.

Hal Logsdon
Rental Officer