

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **MARK ZIMMER**, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

- and -

MARK ZIMMER

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 four hundred sixty four dollars (\$1464.00).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **MARK ZIMMER**, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

MARK ZIMMER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant
Lucy Gillard, representing the applicant

Date of Decision: November 20, 2002

REASONS FOR DECISION

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

The applicant testified that the tenancy agreement was terminated on November 8, 2002 when the respondent vacated the rental premises. The applicant alleged that the respondent had failed to pay the full amount of rent owing and sought an order requiring the respondent to pay the alleged rent arrears and cleaning and repair costs. The applicant provided a statement which indicated a balance of rent in the amount of \$1464 and a charge for cleaning and repair of the premises in the amount of \$454.75. The applicant indicated that they had not produced a final statement of the security deposit yet.

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 \$1464. I note that the applicant has ten days in which to complete the statement of security deposit and that the ten day period has not expired. As no statement of the deposit has been provided to the respondent at this time, it is not appropriate for me to consider the amounts for cleaning or repair. The landlord may address these matters in a future application after serving the respondent with a final statement of the security deposit account.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1464.

Hal Logsdon
Rental Officer