

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHAEL MONGEON AND MARTHA KAROO**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MICHAEL MONGEON AND MARTHA KAROO

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 one thousand four hundred eighty five dollars (\$1485.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages and cleaning of the premises in the amount of one hundred thirty six dollars and thirty cents (\$136.30).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of May,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHAEL MONGEON AND MARTHA KAROO**, 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.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHAEL MONGEON AND MARTHA KAROO

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 13, 2003
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lucy Gillard, representing the applicant Martha Karoo, respondent
<u>Date of Decision:</u>	May 13, 2003

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on May 7, 2003 when the respondents vacated the rental premises. The applicant retained the security deposit and issued a statement of the deposit showing deductions for cleaning, repairs and rent arrears and a balance owing the applicant in the amount of \$1621.30. The applicant sought an order requiring the respondents to pay the alleged rent arrears and costs related to repairs and cleaning.

The respondent did not dispute the statement.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord, failing to repair tenant damages, and failing to leave the premises in a reasonably clean condition on termination of the tenancy agreement. Applying the security deposit and accrued interest first to repair and cleaning costs I find the rent arrears to be \$1485 and the repair and cleaning costs to be \$136.30. An order shall be issued requiring the respondents to pay the rent arrears and costs related to cleaning and repairs in the total amount of \$1621.30.

Hal Logsdon
Rental Officer