

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **MIKE TAYLOR**, 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 **INUVIK, NT.**

BETWEEN:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

- and -

MIKE TAYLOR

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 two thousand four hundred twenty dollars (\$2420.00).
2. Pursuant to section 43(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of cleaning the rental premises in the amount of three hundred fifteen dollars (\$315.00).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **MIKE TAYLOR**, 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:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

-and-

MIKE TAYLOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 20, 2003

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Maureen Cournoyea, representing the applicant

Date of Decision: November 20, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 6, 2003 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to leave the rental premises in a reasonably clean condition on the termination of the tenancy agreement. The applicant testified that the tenancy agreement commenced on August 1, 2003 and was terminated on October 2, 2003.

The applicant testified that the respondent failed to pay the August rent of \$1200 and the September rent of \$1200. The applicant indicated that the respondent had also been charged \$20 for tendering a cheque for which there were insufficient funds.

The applicant testified that the premises were not cleaned at the termination of the tenancy agreement and that costs of \$315 were necessary to clean the premises.

The respondent testified that the respondent had failed to provide any security deposit.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to leave the premises in a reasonably clean condition on the termination of the tenancy agreement. I find the rent arrears to be \$2420. I find the cleaning costs of \$315 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears and costs of cleaning in the total amount of \$2735.

Hal Logsdon
Rental Officer