

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **ALEXANDER GRESL**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**ALEXANDER GRESL**

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 four thousand four hundred twelve dollars and eighty seven cents (\$4412.87).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of April,  
2005.

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Hal Logsdon  
Rental Officer

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Applicant, and **ALEXANDER GRESL**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**ALEXANDER GRESL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 5, 2005

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

**Appearances at Hearing:** Lucy Gillard, representing the applicant

**Date of Decision:** April 5, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on March 25, 2005 but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on or about December 8, 2004 when the respondent vacated the premises. The applicant retained the security deposit and prepared a statement of the deposit, deducting repair costs, cleaning costs and rent arrears. The statement, entered into evidence by the applicant indicated a balance owing to the landlord in the amount of \$4412.87.

The itemized costs of repair and cleaning appear to be reasonable given the testimony of the applicant and the lack of any disputing evidence by the respondent. The applicant provided a statement of the rent account substantiating the rent arrears. Applying the security deposit and accrued interest first to the repair and cleaning costs, I find rent arrears in the amount of \$4412.87.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4412.87.

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Hal Logsdon  
Rental Officer