

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **FABIEN ROCHE**, 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 -

FABIEN ROCHE

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 two hundred sixty nine dollars and thirty five cents (\$2269.35).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **FABIEN ROCHE**, 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-

FABIEN ROCHE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Sharon Hysert, representing the applicant

Date of Decision: August 25, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail on August 5, 2005 to the rental premises. The notice was returned undelivered. The applicant stated that the respondent vacated the rental premises on or about August 15, 2005. The respondent failed to appear at the hearing and the hearing was held in his absence.

The respondent retained the security deposit and now seeks an order requiring the respondent to pay rent arrears, costs of cleaning and key replacement costs, in excess of the retained deposit, in the amount of \$2286.21. A statement of the security deposit was provided in evidence.

The amount of cleaning and key replacement charges exceeds the security deposit and accrued interest by \$16.86. The applicant is entitled to retain the deposit and apply it against these costs but costs in excess of the deposit must be sought through an application. Since the application before me seeks only rent arrears, I shall not consider an order for the cleaning and key charges in excess of the deposit. The landlord may, of course, make an application seeking that amount and the tenant may dispute any of these deductions by making an application.

The security deposit statement and the rent statement indicate a balance of rent arrears in the amount of \$2269.35. I find the statements in order and find the respondent in breach of his obligation to pay rent. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2269.35.

Hal Logsdon
Rental Officer