

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KERRY-ANN FRANKI**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

KERRY-ANN FRANKI

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 three hundred thirty dollars and ninety four cents (\$2330.94).

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 REAL ESTATE INVESTMENT TRUST**, Applicant, and **KERRY-ANN FRANKI**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

KERRY-ANN FRANKI

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 23, 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 applicant stated that the respondent vacated the rental premises on or about July 20, 2005. The respondent failed to appear at the hearing and the hearing was held in her absence.

The respondent retained the security deposit and now seeks an order requiring the respondent to pay rent arrears, costs of cleaning and repairs, in excess of the retained deposit, in the amount of \$2387.16. A statement of the security deposit was provided in evidence.

The amount of cleaning and repair charges exceeds the security deposit and accrued interest by \$56.22. 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 repair 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 \$2330.94. I find the statements in order and find the respondent in breach of her obligation to pay rent. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2330.94.

Hal Logsdon
Rental Officer