

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEE MANDEVILLE**, 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 -

LEE MANDEVILLE

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 one thousand five hundred sixty dollars (\$1560.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs to repair damages to the rental premises in the amount of one thousand one hundred sixty eight dollars and fifty four cents (\$1168.54).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of January, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEE MANDEVILLE**, 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-

LEE MANDEVILLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 17, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: January 19, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant stated that the respondent vacated the rental premises on or about December 18, 2005. The landlord retained the security deposit and issued a statement showing deductions of \$1851.10 for repairs of damages and cleaning and \$1560 for rent arrears. The statement indicated a balance owing to the landlord in the amount of \$2728.54.

The applicant testified that the premises were left in an unclean condition and numerous worthless items were left in the apartment which had to be removed and discarded. As well as cleaning charges, the applicant stated that a number of doors and closet bifold doors were missing and had to be replaced. The applicant stated that there were holes in the walls which had to be repaired. The refrigerator was without power and contained spoiled food which so contaminated the appliance that it had to be replaced. A depreciated cost was charged to the tenant. The applicant provided photographs of the premises and a statement of the rent account in evidence.

I find the respondent in breach of his obligation to repair damages to the rental premises and in breach of his obligation to pay rent. I find the repair costs itemized on the landlord's security deposit statement reasonable. Deducting the security deposit and interest from the repair and

cleaning costs, I find the balance of repair costs to be \$1168.54. I find the rent arrears to be \$1560. An order shall issue requiring the respondent to pay the applicant \$2728.54 in total, calculated as follows:

Repairs /cleaning	\$1851.10
Less deposit & interest	<u>682.56</u>
	\$1168.54
plus rent arrears	<u>1560.00</u>
Total	\$2728.54

Hal Logsdon
Rental Officer