

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **MATTHEW KING AND PAT KING**, Respondents;

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 -

**MATTHEW KING AND PAT KING**

Respondents/Tenants

**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 three hundred two dollars and sixty two cents (\$302.62).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March,  
2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**MATTHEW KING AND PAT KING**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 28, 2006

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

**Appearances at Hearing:** Krista Cooper, representing the applicant

**Date of Decision:** February 28, 2006

**REASONS FOR DECISION**

The respondents were served with a Notices of Attendance sent by registered mail, one of which was confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on December 20, 2005 when the respondents vacated the rental premises. The applicant inspected the premises and completed an inspection report and statement of the security deposit which were provided in evidence. The applicant deducted cleaning and repair costs of \$433.35 and rent arrears of \$392.74 from the security deposit and accrued interest of \$523.47, leaving a balance owing to the applicant of \$302.62. The rent for December was prorated.

I find the deductions for repairs and cleaning to be reasonable and find the statement of deposit in order. Applying the deposit first to cleaning and repairs, I find rent arrears of \$302.62.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$302.62.

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Hal Logsdon  
Rental Officer