

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **D'ARCY MERCREDI**, 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 -

D'ARCY MERCREDI

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 seven hundred fifteen dollars (\$1715.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair and cleaning in the amount of three hundred sixty one dollars and forty four cents (\$361.44).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **D'ARCY MERCREDI**, 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-

D'ARCY MERCREDI

Respondent/Tenant

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 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 tenancy agreement between the parties was terminated on December 31, 2005 when the respondent 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 \$979.05 and rent arrears of \$1715 from the security deposit and accrued interest of \$617.61, leaving a balance owing to the applicant of \$2076.44. The applicant provided photographs of the premises in evidence.

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 \$1715 and a balance of cleaning and repair charges of \$361.44.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair and cleaning costs in the total amount of \$2076.44.

Hal Logsdon
Rental Officer