

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SHARON VILLENEUVE AND DANIEL FAINE**, 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 -

SHARON VILLENEUVE AND DANIEL FAINE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay rent arrears in the amount of one thousand eight hundred fourteen dollars and ninety six cents (\$1814.96).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of four hundred twelve dollars and thirty five cents (\$412.35).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SHARON VILLENEUVE AND DANIEL FAINE**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

SHARON VILLENEUVE AND DANIEL FAINE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 21, 2006
Place of the Hearing: Yellowknife, NT
Appearances at Hearing: Krista Cooper, representing the applicant
Date of Decision: March 21, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the last known address of the respondents. 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 January 31, 2006 when the respondents vacated the rental premises. The applicant retained the security deposit, applying it to cleaning and repair costs and rent arrears, leaving a balance owing to the applicant in the amount of \$2227.31. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a copy of the security deposit statement and the rent statement in evidence as well as photographs of the premises.

I find the security deposit statement in order and find the respondents in breach of their obligation to repair damages to the premises and to pay the full amount of the rent. Applying the security deposit and accrued interest first to repairs and cleaning, I find the balance of repair and cleaning costs to be \$412.35 and the rent arrears to be \$1814.96, calculated as follows:

Security deposit	\$650.00
Interest	34.40
less cleaning & repairs (as per statement)	<u>(1096.75)</u>
Balance of repair costs due to landlord	\$412.35
Plus rent arrears	<u>1814.96</u>
Total amount due applicant	\$2227.31

An order shall issue requiring the respondents to pay the applicant repair and cleaning costs of \$412.35 and rent arrears of \$1814.96.

Hal Logsdon
Rental Officer