

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PETER MCKEOUGH**, 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 -

**PETER MCKEOUGH**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay rent arrears in the amount of two thousand six hundred eighty five dollars (\$2685.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of two hundred ninety two dollars and sixty seven cents (\$292.67).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **PETER MCKEOUGH**, Respondent.

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BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

-and-

**PETER MCKEOUGH**

Respondent/Tenant

**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:** April 11, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises, the last known address of the respondent.. 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 January 25, 2006 when the respondent 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 \$2993.83. The applicant sought an order requiring the respondent 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. The balance of rent owing as shown on the rent statement does not match the rent figure as shown on the security deposit statement. The applicant was unsure why there was a discrepancy. Assuming that the rent statement is the accurate statement of the rent owing, I find the rent arrears to be \$2685.

Other than the rent figure, I find the security deposit statement in order. Applying the security deposit and accrued interest first to repairs and cleaning, I find the balance of repair and cleaning costs to be \$292.67 and the rent arrears to be \$2685, calculated as follows:

Security deposit	\$700.00
Interest	23.83
less cleaning & repairs (as per statement)	<u>(1016.50)</u>
Balance of repair costs due to landlord	\$292.67
Plus rent arrears	<u>2685.00</u>
Total amount due applicant	\$2977.67

An order shall issue requiring the respondent to pay the applicant repair and cleaning costs of \$292.67 and rent arrears of \$2685.

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Hal Logsdon  
Rental Officer