IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **KHOURY-LYNN CAMPBELL**, 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 -

### KHOURY-LYNN CAMPBELL

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 seven hundred fifty six dollars and ninety two cents (\$756.92).

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

Hal Logsdon Rental Officer IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **KHOURY-LYNN CAMPBELL**, 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-

# KHOURY-LYNN CAMPBELL

Respondent/Tenant

# **REASONS FOR DECISION**

**Date of the Hearing:** May 2, 2006

Place of the Hearing: Yellowknife, NT

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

**Date of Decision:** May 2, 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 her absence.

The tenancy agreement between the parties was terminated on February 22, 2006 when the respondent vacated the premises. The applicant retained the security deposit applying it to cleaning, replacement of closet doors in the bedroom and rent arrears. The applicant issued a statement of the security deposit and completed an inspection report which were entered in evidence. The statement of the security deposit indicated a balance owing to the landlord in the amount of \$756.92. The applicant sought an order requiring the respondent to pay that amount.

I find the statement in order. Applying the security deposit first to the cleaning and repair costs, I find rent arrears in the amount of \$756.92 calculated as follows:

Security deposit	\$700.00
Interest	10.13
Cleaning	(210.00)
Carpet cleaning	(205.00)
Replace closet doors	(115.00)
GST	(37.10)
Rent arrears	<u>(899.95)</u>
Amount due applicant	\$756.92

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$756.92.

Hal Logsdon Rental Officer