

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BESSIE APPLES AND RAYMOND JOHN SIMPSON**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

BESSIE APPLES AND RAYMOND JOHN SIMPSON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant the cost of repair of tenant damages to the premises in the amount of four hundred dollars and thirty four cents (\$400.34).

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 REAL ESTATE INVESTMENT TRUST**, Applicant, and **BESSIE APPLES AND RAYMOND JOHN SIMPSON**, Respondents.

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BETWEEN:

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-and-

BESSIE APPLES AND RAYMOND JOHN SIMPSON

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail to the rental premises. 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 March 18, 2006 when the respondents vacated the premises. The applicant retained the security deposit applying it to cleaning and repair costs leaving a balance owing to the landlord in the amount of \$400.34. The applicant sought an order requiring the respondents to pay the balance of the repair and cleaning costs. The applicant provided the statement of the security deposit, and photographs in evidence.

I find the statement in order and find the respondents in breach of their obligation to repair damages to the premises and to leave the premises in a reasonably clean condition. I find the amount owing the applicant to be \$400.34 calculated as follows:

Security deposit	697.50
Interest	5.77
Rent credit	417.26
Cleaning	(280.00)
Clean/replace carpets	(160.00)
Repairs	(981.37)
GST	<u>(99.50)</u>
Amount due applicant	\$400.34

An order shall issue requiring the respondents to pay the applicant repair and cleaning costs in the amount of \$400.34.

Hal Logsdon
Rental Officer