

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **AUDREY ZOE**, 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 -

AUDREY ZOE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cost of repair to the rental premises in the amount of three hundred fifteen dollars and ninety six cents (\$315.96).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of May, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **AUDREY ZOE**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

AUDREY ZOE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: May 23, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent to the rental premises which was the last known address of the respondent. 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 March 28, 2006 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest of \$336.74 and issued an itemized statement in accordance with section 18(3) of the *Residential Tenancies Act*. The statement indicated numerous repairs and carpet cleaning totalling \$652.70 resulting in a balance owing to the landlord in the amount of \$315.96. The applicant provided a copy of the statement and an inspection report in evidence.

I find the statement in order and find the respondent in breach of her obligation to repair damages to the premises. I find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$315.96.

Hal Logsdon
Rental Officer