

IN THE MATTER between **THE EXECUTIVE LIMITED**, Applicant, and **COLE GRIFFIN**, 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:

THE EXECUTIVE LIMITED

Applicant/Landlord

- and -

COLE GRIFFIN

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 one thousand six hundred dollars (\$1600.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of cleaning the rental premises in the amount of sixty eight dollars (\$68.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE EXECUTIVE LIMITED**, Applicant, and **COLE GRIFFIN**, 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:

THE EXECUTIVE LIMITED

Applicant/Landlord

-and-

COLE GRIFFIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 6, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leilani de Guzman, representing the applicant

Date of Decision: July 6, 2006

REASONS FOR DECISION

The respondent was served by registered mail at the address of the rental premises. 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 or about May 17, 2006 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest of \$202 and issued a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*.

The applicant deducted costs of general cleaning (\$120), carpet cleaning (\$150), the removal and storage of abandoned personal property (\$270) and rent arrears (\$1600) from the deposit leaving a balance owing to the landlord in the amount of \$1938. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided inspection reports and photographs in evidence.

I find the statement in order with the exception of the removal and storage costs of the abandoned personal property. Section 64(6) of the *Residential Tenancies Act* permits a landlord to demand payment of these costs when the tenant claims the abandoned property. If the tenant fails to claim the property the landlord may, with the permission of a rental officer, sell the property to offset the removal and storage costs. The costs of removal and storage of abandoned personal property

are therefore denied. I find the evidence supports the requirement for general cleaning and carpet cleaning and find the costs claimed to be reasonable.

Applying the security deposit first against the cleaning costs, I find cleaning costs due to the applicant in the amount of \$68 and rent arrears in the amount of \$1600, calculated as follows:

Security deposit	\$200.00
Interest	2.00
General cleaning	(120.00)
Carpet cleaning	<u>(150.00)</u>
Balance of cleaning costs	\$68.00
April/06 rent	\$700.00
May/06 rent	<u>900.00</u>
Total rent arrears	\$1600.00

An order shall issue requiring the respondent to pay the applicant cleaning costs in the amount of \$68 and rent arrears in the amount of \$1600.

Hal Logsdon
Rental Officer