

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **NORMAN PLANTE**, 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 -

NORMAN PLANTE

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 three hundred eighty five dollars (\$1385.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of one hundred sixteen dollars and seven cents (\$116.07).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **NORMAN PLANTE**, 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-

NORMAN PLANTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: August 31, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail 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 his absence.

The tenancy agreement between the parties was terminated on June 30, 2006 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest, applying it against cleaning costs, carpet cleaning and rent arrears. The applicant completed a statement of the security deposit in accordance with section 18(2) of the *Residential Tenancies Act* and provided a copy of the statement in evidence. The statement indicates a balance owing to the applicant in the amount of \$1501.07.

Given the photographic evidence, I find the cleaning costs and carpet cleaning costs reasonable.

I find the statement in order. Applying the security deposit and interest first to cleaning and carpet cleaning, I find rent arrears in the amount of \$1385.00 and cleaning costs of \$116.07 calculated as follows:

Security deposit	\$433.00
Interest	18.03
Cleaning & carpet cleaning	<u>(567.10)</u>
Cleaning costs due applicant	\$116.07
Rent arrears	<u>(1385.00)</u>
Total due applicant	\$1501.07

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1385 and cleaning costs in the amount of \$116.07.

Hal Logsdon
Rental Officer