

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **FRED PIERROT**, 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 -

FRED PIERROT

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 four hundred twenty two dollars and seventy one cents (\$1422.71).

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

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

FRED PIERROT

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 27, 2006 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest, applying it against cleaning costs, carpet cleaning, the removal of abandoned property 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 \$1522.03.

Section 18(2) of the *Residential Tenancies Act* permits a landlord to deduct rent arrears and repairs of damage from a security deposit.

18(2) A landlord may, in accordance with this section, retain all or part of the security deposit for repairs of damage caused by a tenant to the rental premises and for any arrears of the rent.

The removal and storage costs associated with abandoned personal property is not a permissible deduction from a security deposit. The applicant's claim for compensation of \$90 and the applicable GST for these costs is therefore denied. Sections 64(6) and 65(2) of the *Residential Tenancies Act* provide the means for a landlord to recover removal and storage costs of abandoned personal property, either by demanding payment from the tenant prior to the release

of the goods or by sale of the property if unclaimed.

Applying the security deposit and interest first to cleaning and carpet cleaning, I find rent arrears in the amount of \$1422.71 calculated as follows:

Security deposit	\$515.52
Interest	3.02
Cleaning & carpet cleaning	(401.25)
Rent arrears	<u>(1540.00)</u>
Amount due applicant	\$1422.71

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1422.71.

Hal Logsdon
Rental Officer