

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARILYN GRUBEN**, 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 **INUVIK, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

MARILYN GRUBEN

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 two thousand three hundred thirty two dollars and fifty two cents (\$2332.52).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of April, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

MARILYN GRUBEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 29, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Mary MacGregor, representing the applicant
Marilyn Gruben, respondent

Date of Decision: April 12, 2006

REASONS FOR DECISION

This application was made against respondents Marilyn Gruben and Bob Stefure. The written tenancy agreement is signed only by the applicant and Ms. Gruben. Mr. Stefure's name is written on the agreement by hand and Mr. Stefure has not signed the agreement. Ms. Gruben testified that his name was not on the agreement when she signed it and Mr. Stefure was not an occupant or tenant. The applicant had no knowledge of how Mr. Stefure's name was added to the agreement. In my opinion, this is not a joint tenancy agreement and Mr. Stefure is not a tenant. The style of cause of the order shall be amended accordingly.

The tenancy agreement between the parties was terminated on February 17, 2006 when the respondent vacated the rental premises. The applicant retained the security deposit, applying it to cleaning and repair costs and rent arrears, leaving a balance owing to the applicant in the amount of \$2939.77. The applicant sought an order requiring the respondent to pay that amount. The applicant provided a copy of the security deposit statement and the rent statement in evidence. The applicant testified that a payment of rent in the amount of \$300 had been made since the statement was produced, bringing the rent arrears balance to \$3100.

The respondent did not dispute the rent arrears or the deductions made from the deposit.

I find the statement in order except the following items.

1. The rent statement contains two late rent payment charges of \$75. These late charges are not in accordance with section 41 of the *Residential Tenancies Act*

which specifies an interest rate to be applied to late rent. Any other penalty is of no effect. The rent arrears shall be reduced by \$150 to \$2950.

2. The \$75/hour charge for general cleaning is not reasonable and does not reflect the actual cost of the work. The applicant acknowledged that they did not pay \$75/hour for cleaning and suggested their cost was closer to \$25/hour. The cleaning charges shall be reduced from \$525 to \$175.
3. The applicant has not applied interest to the security deposit. I find the interest to be \$26.58.

Applying the security deposit and accrued interest first to repairs and cleaning, I find the balance rent arrears owing to the applicant to be \$2332.52, calculated as follows:

Security deposit	\$1200.00
Interest	26.58
Burns to carpet	(200.00)
Replace screen	(20.00)
Paint/touch-up	(100.00)
Cleaning @\$25/hour	(175.00)
Admin @15%	(74.25)
GST	(39.85)
Rent arrears	<u>(2950.00)</u>
Rent due applicant	\$2332.52

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2332.52.

Hal Logsdon
Rental Officer