

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JOHN KIKTORAK**, 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 -

JOHN KIKTORAK

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 nine hundred seventy four dollars and seventy cents (\$1974.70).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of July, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JOHN KIKTORAK**, 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-

JOHN KIKTORAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 25, 2006

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Jason Kucharski, representing the applicant

Date of Decision: July 25, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to 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 was terminated on or about May 30, 2006 when the respondent vacated the rental premises after being served with a notice of early termination. The applicant retained the security deposit and accrued interest of \$1316.04 and issued a statement of the security deposit. The security deposit and interest were applied against damages to the carpet and general cleaning (\$830.59) and rent arrears (\$2460.15). Leaving a balance owing to the applicant in the amount of \$1974.70. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided a copy of the rent statement, check-in and check-out inspection reports, an itemized list of repairs and a copy of the security deposit statement in evidence. The applicant stated that the carpet had numerous burns at the termination of the tenancy which were not present at the commencement of the tenancy. The applicant also stated that the premises were not left in a clean condition requiring general cleaning and cleaning of the carpets.

I find the repair and cleaning costs reasonable. Applying the retained security deposit first to the repair and cleaning costs, I find rent arrears in the amount of \$1974.70 calculated as follows:

Security deposit	\$1300.00
Interest	16.04
Repairs & cleaning	(830.59)
Rent arrears	<u>(2460.15)</u>
Amount due applicant	\$1974.70

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1974.70.

Hal Logsdon
Rental Officer