

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARIA SCHAFFER**, 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 -

MARIA SCHAFFER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARIA SCHAFFER**, 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-

MARIA SCHAFFER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2006

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Darrin Holmes, representing the applicant

Date of Decision: September 5, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant stated that the respondent vacated the premises on or about June 27, 2006. The applicant alleged that the respondent had failed to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$4000.06. The applicant sought relief in that amount. The applicant also provided a statement of the security deposit, a notice of early termination and an inspection report in evidence.

The rent statement indicates that the security deposit and accrued interest of \$1329.75 was applied to the rent account. It also shows a debit of \$1630.41 which could not be explained by the applicant. Although it appears to represent charges for repairs, it does not match with the figure shown on the security deposit statement for repairs (\$1615.18) or the cleaning and repair costs noted on the inspection report (\$1511.56).

The security deposit statement deducts repair costs from the deposit, leaving a balance owing of \$285.43. It does not indicate *any* arrears of rent. The security deposit statement also fails to

itemise the repairs undertaken. The inspection report lists charges for various observed deficiencies which appear to be completely arbitrary. There is no evidence of any inspection report completed at the commencement of the tenancy agreement.

The respondent was served with a notice of early termination which sought the full payment of arrears or vacant possession by July 7, 2006. The respondent appears to have complied with that notice by vacating the premises at or before the end on June, 2006. The rent ledger indicates that the full amount of the July, 2006 rent was charged. There is no evidence to indicate what efforts, if any, the applicant took to mitigate loss.

In summary, I find the evidence in this matter to be so contradictory, that I am unable to determine whether there are rent arrears or legitimate repair costs. The onus is on the applicant to provide evidence of the alleged breach and where monetary relief is sought to document the amounts sought. The evidence before me in this matter fails to do either. The application is therefore dismissed.

Hal Logsdon
Rental Officer