

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **ROBERT NITSIZA AND ALBINA NITSIZA**, Respondents;

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 -

ROBERT NITSIZA AND ALBINA NITSIZA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand eight hundred eighty six dollars and seventy seven cents (\$2886.77).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs to repair the rental premises in the amount of two thousand one hundred ninety nine dollars and ninety one cents (\$2199.91).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of August, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ROBERT NITSIZA AND ALBINA NITSIZA**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ROBERT NITSIZA AND ALBINA NITSIZA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant

Date of Decision: August 22, 2007

REASONS FOR DECISION

The respondent were served with Notices of Attendance sent by registered mail to the rental premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on July 9, 2007 when the respondents vacated the premises. The applicant retained the security deposit and accrued interest and completed a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondents to pay rent arrears and repair costs in excess of the retained security deposit and interest.

The applicant stated that the premises were not left in a reasonably clean condition and required general cleaning and carpet cleaning. The applicant also stated that the carpet was damaged by 25 cigarette burns and that repairs to a window, two walls and a closet door were necessary due to the negligence of the respondents. A statement of the rent account was provided in evidence which indicated rent owing in the amount of \$2911.77. Included in that amount was a late fee of \$25.

I find the repair costs reasonable and the repairs made necessary due to the negligence of the respondents. Applying the security deposit and interest to the repair costs I find an amount due to the applicant of \$2199.91, calculated as follows:

Carpet cleaning	\$280.00
Closet door repair & light bulbs	70.00
Window and wall repairs	529.00
General cleaning	240.00
Damage to carpet	1250.00
Admin. fee	353.68
GST	163.36
Less security deposit & interest	<u>(686.13)</u>
Repair costs due applicant	\$2199.91

The late rent penalty of \$25 is not in accordance with the penalty for late rent set out in section 41(3) of the Act and is therefore denied. The resultant rent arrears due to the applicant are \$2886.77 calculated as follows:

Balance of rent owing as per ledger	\$2911.77
Less penalty	<u>(25.00)</u>
Rent arrears owing applicant	\$2886.77

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2886.77 and repair costs in the amount of \$2199.91.

Hal Logsdon
Rental Officer