

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **EVELYN PARRY**, 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 -

EVELYN PARRY

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 seventy seven dollars and thirty one cents (\$2377.31).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **EVELYN PARRY**, Respondent.

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

EVELYN PARRY

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 30, 2007 continued April 24, 2007
<u>Place of the Hearing:</u>	Inuvik, NT
<u>Appearances at Hearing:</u>	Darrin Holmes, representing the applicant Evelyn Parry (by telephone on January 30, only)
<u>Date of Decision:</u>	May 3, 2007

REASONS FOR DECISION

This tenancy agreement was terminated in July, 2006. The applicant retained the security deposit and accrued interest and issued a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant now seeks an order requiring the respondent to pay rent arrears in excess of the retained security deposit.

This matter was scheduled for hearing on January 30, 2007. Immediately prior to the hearing, the respondent filed a large number of banking documents in evidence. Since it was impossible for the rental officer or the applicant to review this evidence in any reasonable time, the matter was adjourned sine die.

The rental officer conducted an initial review of the documents to determine their relevance. A large number of the documents submitted by the respondent were withdrawal receipts and bank statements which contained no information regarding transactions between the parties. A number of documents were receipts issued by the applicant which were recorded on the rent statement. However, nine documents were receipts issued by the applicant that did not appear on the rent statement. Copies of these documents were sent to the applicant for their review prior to the continuation of the hearing. Copies were also sent to the respondent, along with the documents deemed to have no relevance. The respondent was asked to contact the rental officer if she felt any of the documents had mistakenly been deemed irrelevant.

Both parties were served with Notices of Attendance for the continuation of the hearing sent by

registered mail and confirmed delivered. The respondent failed to appear at the hearing or make any arrangement to appear by telephone and the hearing was held in her absence. The respondent did not reply to the rental officer's letter regarding the documents deemed irrelevant.

The applicant stated that of the nine receipts, three were receipts issued by the applicant for rent paid for other premises. The applicant noted that the respondent's apartment was designated as 274-112 or 274-112L indicating apartment 112 in the Lakeview Apartments which is designated as property 274. Three receipts were issued with respect to 289-059, 274-128(P) and 291-208.

The applicant stated that two of the receipts did not appear on the rent statement because they were payments of the security deposit and were clearly marked as such.

The applicant stated that the remaining four receipts were recorded on the statement and indicated the statement entries which corresponded to each receipt.

I am satisfied from the evidence that the rent entries on the applicant's statement are correct and that the applicant held the entire amount of the required security deposit and applied the deposit and accrued interest against the outstanding rent, leaving a balance owing in the amount of \$2377.31.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2377.31.

Hal Logsdon
Rental Officer