

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **PATRICK O'KEEFE AND VONNY O'KEEFE**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**PATRICK O'KEEFE AND VONNY O'KEEFE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Patrick O'Keefe shall pay the applicant rent arrears in the amount of four thousand two hundred sixty one dollars and eighty nine cents (\$4261.89).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of March,  
2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**PATRICK O'KEEFE AND VONNY O'KEEFE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 26, 2008

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Trudy Spence, representing the applicant

**Date of Decision:** February 26, 2008

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail. 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 February 19, 2008 when the respondents vacated the premises. The applicant completed a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*. A copy of the statement was provided in evidence. The statement indicates that deductions for repair to the bathtub (\$250), carpet repair (\$50), general cleaning (\$500) carpet cleaning (\$350), removal of a freezer (\$100) and rent arrears (\$4707.75) were made from the security deposit (\$1490) and accrued interest (\$205.86) resulting in a balance owing to the applicant in the amount of \$4261.89.

The applicant noted that the February rent was prorated to February 19, 2008 and that the deductions were based on estimates which she believed were reliable.

The original tenancy agreement was made between the applicant and respondents as joint tenants. The latest tenancy agreement commenced on December 1, 2007 and was made for a term of one year. The latest tenancy agreement was made between the applicant and Patrick O'Keefe as sole tenant. The rent arrears shown on the security deposit statement have all accrued from December 1, 2007 to February 19, 2008. Therefore, Mr. O'Keefe is solely responsible for the arrears.

I find the security deposit statement in order. Applying the security deposit and accrued interest first to the cleaning and repair costs, I find rent arrears in the amount of \$4261.89. An order shall issue requiring the respondent, Patrick O'Keefe to pay the applicant rent arrears in the amount of \$4261.89.

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Hal Logsdon  
Rental Officer