

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **DEVON JULES**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**DEVON JULES**

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 eight hundred seventy nine dollars and thirty one cents (\$879.31).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning and repair costs in the amount of one thousand seven hundred sixty seven dollars and twenty three cents (\$1767.23).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of March,  
2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **DEVON JULES**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**DEVON JULES**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 18, 2008</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Julia O'Brien, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 26, 2008</b>

**REASONS FOR DECISION**

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

The applicant stated that the respondent vacated the premises on or about February 25, 2008. The respondent retained the security deposit and accrued interest and completed a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*.

The applicant testified that the premises were left in a very unclean condition, requiring considerable general cleaning, cleaning of the carpets and removal of garbage. The applicant provided photographs of the premises showing holes in walls and damage to doors which required repair. The applicant prorated the February 1-25 rent resulting in a balance of rent owing in the amount of \$1456.93.

The security deposit statement indicated deductions for carpet cleaning (\$250), general cleaning and garbage removal (\$600) lock changes (\$90), wall and door repairs (\$480), an admin fee and GST (\$294.65), rent arrears (\$879.31) and unpaid repair costs undertaken during the tenancy (\$577.62) from the security deposit and accrued interest (\$525.04).

I find the security deposit and rent statements in order. Applying the retained security deposit first to cleaning and repair cost, I find a balance of repair and cleaning costs owing to the

applicant of \$1767.23 and a balance of rent arrears in the amount of \$879.31.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$879.31 and cleaning and repair costs in the amount of \$1767.23.

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Hal Logsdon  
Rental Officer