

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **KATIE CLARKE**, 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 -

**KATIE CLARKE**

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 one thousand one hundred seventy five dollars and seventy one cents (\$1175.71).
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 six hundred four dollars and twenty seven cents (\$604.27).

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 **KATIE CLARKE**, 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-

**KATIE CLARKE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **March 18, 2008**

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

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

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

**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 her absence.

The applicant stated that the respondent vacated the premises on or about March 3, 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 respondent had left the patio door open upon moving out causing freezing damage to the apartment. The applicant also stated that the premises, including the carpet were not left in a clean condition. The applicant prorated the March 1-3 rent resulting in a balance of rent owing in the amount of \$1175.71.

The security deposit statement indicated deductions for carpet cleaning (\$185), general cleaning (\$320) lock changes and garbage removal (\$150), repairs of frozen lines (\$600) replacement of a toilet due to freezing (\$250), an admin fee and GST (\$272.91) and rent arrears (\$1175.71) from the security deposit and accrued interest (\$1173.64).

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 \$604.27 and a balance of rent arrears in the amount of \$1175.71.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1175.71 and cleaning and repair costs in the amount of \$604.27.

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Hal Logsdon  
Rental Officer