

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WANDA STEFANSSON**, 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 -

WANDA STEFANSSON

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 seven hundred ninety four dollars and thirty one cents (\$1794.31).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of one thousand two hundred nineteen dollars and fifty six cents (\$1219.56).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WANDA STEFANSSON**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

WANDA STEFANSSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 1, 2008

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Darrin Holmes, representing the applicant

Date of Decision: April 17, 2008

REASONS FOR DECISION

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

The tenancy agreement between the parties was terminated on January 31, 2008 by the tenant's notice. The applicant retained the security deposit (\$268.14) and accrued interest (\$2.55) applying it against rent arrears (\$2065), general cleaning (\$875), carpet cleaning (\$135), administration (\$151.50) and GST (\$69.69) resulting in a balance owing to the applicant in the amount of \$3025.50. The applicant testified that the premises were not left in a reasonably clean condition and required considerable cleaning.

I find the statement in order except for the improper calculation of the GST on cleaning and repairs. The applicant has charged 6% rather than 5%. Making that adjustment and applying the security deposit first to rent arrears, I find rent owing in the amount of \$1794.31 and the cleaning costs to be \$1219.56, calculated as follows:

Rent arrears	\$2065.00
less security deposit	(268.14)
less interest	<u>(2.55)</u>
Rent owing applicant	\$1794.31

General cleaning	\$875.00
Carpet cleaning	135.00
Administration	151.50
GST	<u>58.06</u>
Cleaning costs due applicant	\$1219.56

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1794.31 and cleaning costs in the amount of \$1219.56.

Hal Logsdon
Rental Officer