

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JIMMY AREY**, 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 -

JIMMY AREY

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 one hundred seventy eight dollars and eighty one cents (\$2178.81).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning and repair costs in the amount of six hundred fifty six dollars and seventy one cents (\$656.71).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JIMMY AREY**, 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-

JIMMY AREY

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 18, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to his usual address. The application, sent to the same address by registered mail was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on January 31, 2008. The applicant retained the security deposit (\$1300) and accrued interest (\$141.19) applying it against rent arrears (\$3620), general cleaning (\$80), carpet cleaning (\$135), painting (\$473.40), patching walls (\$94.50), replacement of a broken mirror (\$45), administration (\$124.19) and GST (\$57.13) resulting in a balance owing to the applicant in the amount of \$3188.03. The applicant testified that the premises were not left in a reasonably clean condition and the repairs were made necessary due to the negligence of the respondent.

I find the statement in order except for the following:

1. The applicant has charged the GST at 6% rather than 5%.
2. The painting was charged at full cost. The applicant testified that the premises were last painted at the commencement of the tenancy agreement which was three years ago. Using a useful life of five years, the cost of painting should be 40% of the full cost.

Making those adjustments and applying the security deposit first to rent arrears, I find rent owing

in the amount of \$2178.81 and repair and cleaning costs to be \$656.71, calculated as follows:

Rent arrears	\$3620.00
less security deposit	(1300.00)
less interest	<u>(141.19)</u>
Rent owing applicant	\$2178.81

General cleaning	\$80.00
Carpet cleaning	135.00
Painting	189.36
Patching	94.50
Mirror replacement	45.00
Administration	81.58
GST	<u>31.27</u>
Total	\$656.71

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2178.81 and cleaning costs in the amount of \$656.71.

Hal Logsdon
Rental Officer