

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ROBERT FIRTH AND JEANINE DICK**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **INUVIK, NT.**

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**ROBERT FIRTH AND JEANINE DICK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand two hundred twenty eight dollars and seventy five cents (\$2228.75).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of three hundred seventy five dollars and seventy one cents (\$375.71).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of  
December, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**ROBERT FIRTH AND JEANINE DICK**, 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.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**ROBERT FIRTH AND JEANINE DICK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 20, 2012

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

**Appearances at Hearing:** Bright Lubansa, representing the applicant  
Robert Firth, respondent

**Date of Decision:** November 20, 2012

**REASONS FOR DECISION**

The applicant stated that the tenancy agreement between the parties was terminated when the respondents vacated the premises on October 31, 2012. The applicant retained the security deposit (\$1100) and accrued interest (\$4.29) applying it against patching and painting costs (\$900), repair of a door and replacement of curtain rods (\$230), cleaning costs (\$350) and rent arrears (\$2228.75) resulting in a balance owing to the applicant of \$2604.46. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a statement, inspection reports and photographs in evidence.

The respondent did not dispute the allegations and acknowledged that the premises were damaged during their term as tenants.

I find the respondents in breach of their obligations to pay rent and repair damages to the premises. Applying the security deposit first to the repair and cleaning costs, I find repair and cleaning costs owing to the applicant of \$375.71 and rent arrears of \$2228.75 calculated as follows:

Security deposit	(\$1100.00)
Interest	(4.29)
Painting	900.00
Door/curtain rods	230.00
Cleaning	<u>350.00</u>
Total	\$375.71

An order shall issue requiring the respondents to pay the applicant repair and cleaning costs of \$375.71 and rent arrears of \$2228.75.

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Hal Logsdon  
Rental Officer