

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **MOHAMED MOHAMUD**, 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 -

**MOHAMED MOHAMUD**

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 eight hundred twenty dollars and sixty nine cents (\$1820.69).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of August,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **MOHAMED MOHAMUD**, 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-

**MOHAMED MOHAMUD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 2, 2005

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

**Appearances at Hearing:** Krista Cooper, representing the applicant  
Mohamed Mohamud, respondent

**Date of Decision:** August 2, 2005

**REASONS FOR DECISION**

The applicant stated that the landlord's name was not correct on the application. The style of cause shall be amended to reflect the proper name of the landlord.

This tenancy agreement was terminated on March 15, 2005 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest applying it to cleaning costs, costs related to removal of personal effects and rent arrears, leaving a balance owing to the landlord of \$2435.94. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided a copy of the security deposit statement and an inspection report in evidence.

The respondent did not dispute the rent arrears but testified that the premises were reasonably clean when he vacated.

The inspection report indicated, by codes, that every component on the premises required cleaning. No details were provided on the report. The applicant claimed that 15 hours were required to clean the premises, costing \$525. The applicant's representative had no direct knowledge of the condition of the premises and could offer no other evidence as to its condition. On the balance of evidence, I can not find that the premises required 15 hours of cleaning. The applicant's request for cleaning costs is denied.

The applicant stated that she presumed the personal effects had been removed to storage. The *Residential Tenancies Act*, permits a landlord to collect reasonable removal and storage costs from the tenant when the goods are returned or to keep the proceeds of sale to cover those costs if the tenant fails to retrieve the goods. The costs for removal of the personal effects is therefore denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2279.76. Taking into consideration the retained security deposit, an order shall issue requiring the respondent to pay the applicant \$1820.69, calculated as follows:

Security deposit	\$447.50
Interest	11.57
Rent arrears	<u>(2279.76)</u>
Balance owing applicant	\$1820.69

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Hal Logsdon  
Rental Officer