

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEONARD YOUNG AND ALEXANDER MCISAAC**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

LEONARD YOUNG AND ALEXANDER MCISAAC

Respondents/Tenants

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 eight hundred twenty eight dollars and seventy six cents (\$828.76).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March, 2006.

Hal Logsdon
Rental Officer

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-and-

LEONARD YOUNG AND ALEXANDER MCISAAC

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: February 28, 2006

REASONS FOR DECISION

The respondents were served with a Notices of Attendance sent by registered mail to the rental premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on November 30, 2005 when the respondents vacated the rental premises. The applicant inspected the premises and completed an inspection report and statement of the security deposit which were provided in evidence. The applicant deducted cleaning and repair costs of \$307.63 and rent arrears of \$1070 from the security deposit and accrued interest of \$548.87, leaving a balance owing to the applicant of \$828.76.

I find the deductions for repairs and cleaning to be reasonable and find the statement of deposit in order. Applying the deposit first to cleaning and repairs, I find rent arrears of \$828.76.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$828.76.

Hal Logsdon
Rental Officer