

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **VANESSA IRISH**, 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 -

VANESSA IRISH

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 fifty five dollars and fifty eight cents (\$55.58).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant carpet cleaning costs in the amount of three hundred dollars (\$300.00).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of March,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
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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-

VANESSA IRISH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 3, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Vanessa Irish, respondent

Date of Decision: March 3, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a statement in evidence which indicated a balance owing of \$355.58. The applicant sought an order requiring the respondent to pay this amount. Included in the balance of \$355.58 is a charge for carpet cleaning for a previous tenancy between the applicant and the respondent for premises at Ridgeview North Apartments. The applicant stated that the Ridgeview North tenancy agreement ended on November 14, 2009.

The respondent did not dispute the allegations and did not disagree with the cleaning charges for the carpets.

As this application was filed on February 1, 2010 which is within the six month limitation for filing applications set out in section 68 of the *Residential Tenancies Act*, it is reasonable to consider relief for the carpet cleaning even though it does not relate to this tenancy agreement. Having no evidence pertaining to the condition of the carpet but hearing no objection from the respondent, I find the relief requested by the applicant to be reasonable.

I find rent arrears of \$55.58 calculated as follows:

Balance as per statement	\$355.58
less carpet cleaning charges	<u>(300.00)</u>
Rent arrears	\$55.58

In my opinion it is not reasonable to consider the termination of a tenancy agreement with such a small amount of rent arrears or cleaning costs which do not relate to the present tenancy agreement. The request for conditional termination of the tenancy agreement is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$55.58 and carpet cleaning costs of \$300.

Section 14 of the *Residential Tenancies Act* restricts the amount of security deposit held by landlord.

- 14.(1) No landlord shall require or receive a security deposit from a tenant other than**
- (a) in the case of a weekly tenancy, an amount equal to the rent for a period not exceeding one week; or**
 - (b) in the case of a tenancy other than a weekly tenancy, an amount equal to the rent for a period not exceeding one month.**

The statement indicates that the applicant is currently holding a security deposit of \$1450 which is \$150 more than the monthly rent of \$1300. There is also interest of \$9.46 which accrued on this security deposit during the last tenancy agreement. The respondent may apply this credit of \$159.46 to the satisfaction of this order, apply it as a credit against future rent or demand the return of the amount from the landlord.

Hal Logsdon
Rental Officer