

IN THE MATTER between **KARA SKIFFINGTON**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

KARA SKIFFINGTON

Applicant/Tenant

- and -

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of March, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **KARA SKIFFINGTON**, Applicant, and **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, 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:

KARA SKIFFINGTON

Applicant/Tenant

-and-

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Respondent/Landlord

REASONS FOR DECISION

Date of the Hearing: February 24, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Kara Skiffington, applicant
Lee Smallwood, representing the respondent

Date of Decision: March 1, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on November 22, 2009 when the applicant vacated the premises. The respondent applied the security deposit (\$1025) and accrued interest (\$6.55) against rent arrears (\$248.33) and repair costs (\$502.60) leaving a balance owing the applicant of \$280.62. The respondent returned the balance to the applicant.

The applicant disputed the amount of rent alleged owing, stating that she felt the rent had been charged twice in one month. The applicant did not dispute the repair costs deducted.

The applicant provided a statement of the account in evidence. I have carefully reviewed each entry on the statement and find no evidence that the rent was overcharged. The multiple entries for rent and subsequent reversals of rent charges has, no doubt, caused the applicant to suspect she has been overcharged for rent. Restated, to eliminate the multiple entries and corrections, I find rent arrears of \$248.33.

August/09 rent	\$1025.00
September/09 rent	1025.00
October/09 rent	1025.00
November /09 rent	785.83
Total rent payments	<u>(3612.50)</u>
Rent arrears	\$248.33

Using the security deposit to offset the rent arrears and repair costs leaves a balance owing to the tenant of \$280.62.

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Security deposit	\$1025.00
Interest	6.55
less rent arrears	(248.33)
less repair costs	<u>(502.60)</u>
Refund	\$280.62

I find the statement of the security deposit to be correct. Accordingly the application is dismissed.

Hal Logsdon
Rental Officer