

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KATY NITAH**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

KATY NITAH

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 three thousand sixty nine dollars and twenty eight cents (\$3069.28).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KATY NITAH**, 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-

KATY NITAH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 10, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant

Date of Decision: November 10, 2010

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. Although there was no confirmation of delivery at the time of the hearing, a voice mail message was left on the respondent's telephone prior to the hearing advising her of the date, location and time of the hearing. The respondent did not contact the rental officer or appear at the hearing and the hearing was heard in her absence.

The applicant stated that the respondent vacated the rental premises on October 18, 2010. The applicant retained the security deposit (\$1575) and interest (\$16.41) applying it against carpet and general cleaning (\$540) repair of blinds (\$45.69) and rent arrears (\$4175) resulting in a balance owing the applicant of \$3169.28. The applicant sought an order for that amount.

The statement of account, provided in evidence, includes two charges of \$50 for returned cheques. The tenancy agreement between the parties obligates the tenant to pay "incurred bank charges on all N.S.F. cheques". I am not satisfied from the evidence that has been provided by the applicant that the applicant is charged \$50 for each returned cheque. Therefore the \$100 in NSF charges is denied.

I find the respondent in breach of her obligation to pay rent. Applying the retained security deposit first to cleaning and repairs and deducting the returned cheque charges, I find rent arrears of \$3069.28 calculated as follows:

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Security deposit	\$1575.00
Interest	16.41
Cleaning	(540.00)
Blind repair	(45.69)
Rent arrears	<u>(4175.00)</u>
Total	\$3169.28
less NSF charges	<u>(100.00)</u>
Total due applicant	\$3069.28

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3069.28.

Hal Logsdon
Rental Officer