

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LYNN JULIEN**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LYNN JULIEN

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 three hundred eighteen dollars and fifty eight cents (\$1318.58).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of May, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LYNN JULIEN**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

LYNN JULIEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: May 3, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. A voice mail message containing the date, time and location of the hearing was left on the respondent's business phone and she returned the call on May 3, 2012 stating that she would not be attending the hearing and had moved out of the premises in February, 2012. Given the circumstances, I believe it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant stated that the premises were discovered abandoned in March, the landlord taking possession on March 13, 2012. The applicant retained the security deposit (\$1600) and accrued interest (\$205.19) applying it against rent arrears to March 13/12 (\$2427.42), carpet cleaning (\$300), general cleaning and garbage removal (\$250) replacement of light bulbs and a doorknob (\$40) re- keying (\$92.50) and payment of electricity to March 13/12 (\$13.85) resulting in a balance owing the applicant of \$1318.58. The applicant sought an order for that amount.

I find the statement in order and applying the security deposit first to cleaning, repairs and the electricity, find rent arrears owing to the applicant of \$1318.58. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1318.58.

Hal Logsdon
Rental Officer