

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**NOELINE FIRTH AND TERRY KAYOTUK**, Respondents;

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 **INUVIK, NT.**

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**NOELINE FIRTH AND TERRY KAYOTUK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred sixty nine dollars and sixty five cents (\$869.65).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of one thousand one hundred seventy four dollars and ninety six cents (\$1174.96).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of May,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**NOELINE FIRTH AND TERRY KAYOTUK**, 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.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**NOELINE FIRTH AND TERRY KAYOTUK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** May 10, 2012

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Bright Lubansa, representing the applicant

**Date of Decision:** May 10, 2012

**REASONS FOR DECISION**

The respondents were served with Notice of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant stated that the tenancy agreement was terminated on March 22, 2012 when the respondents moved out. The applicant retained the security deposit (\$425) and accrued interest (\$0.04) applying it against patching and painting costs (\$1350), general cleaning (\$250) and rent arrears (\$869.65) leaving a balance owing of \$2044.61. The applicant sought an order requiring the respondents to pay that amount.

The applicant provided a statement of account, inspection reports and photographs in evidence.

I find the repair costs reasonable and the statement in order. Applying the security deposit first to the repair and cleaning costs, I find rent arrears of \$869.65 and repair costs of \$1174.96. An order shall issue requiring the respondents to pay the applicant rent arrears of \$869.65 and repair costs of \$1174.96.

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Hal Logsdon  
Rental Officer