

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LISA STEEN**, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

LISA STEEN

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 two thousand six hundred fifty one dollars and eighty nine cents (\$2651.89).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LISA STEEN**, 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-

LISA STEEN

Respondent/Tenant

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 respondent was sent a Notice of Attendance by registered mail but failed to appear at the hearing. At the time of the hearing, there was no confirmation that the Notice of Attendance had been delivered although a notice had been provided to the respondent by Canada Post. The premises were abandoned and it appears the respondent left no forwarding address. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

The applicant stated that the premises were abandoned on April 24, 2012. The applicant retained the security deposit (\$734) and accrued interest (\$0.11) applying it against painting costs (\$175), general cleaning (\$150), keys which were not returned (\$150) and rent arrears (\$2911) leaving a balance owing of \$2651.89. The applicant sought an order requiring the respondent to pay that amount.

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

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 \$2651.89. An order shall issue requiring the respondent to pay the applicant \$2651.89.

Hal Logsdon
Rental Officer