

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DENISE TAYLOR**, 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 -

DENISE TAYLOR

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 seven hundred four dollars and thirty cents (\$1704.30).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DENISE TAYLOR**, 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-

DENISE TAYLOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 15, 2013

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Bright Lubansa, representing the applicant

Date of Decision: January 15, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but a voice mail message was left on the respondent's telephone advising her of the date, time and location of the hearing. The respondent failed to appear at the hearing. 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 hearing was held in the absence of the respondent.

The applicant stated that the respondent abandoned the premises on December 14, 2012. The applicant retained the security deposit (\$1350), applying it against rent arrears (\$2804.60) and cleaning costs (\$250), resulting in a balance owing the applicant of \$1704.60. The applicant sought an order requiring the respondent to pay that amount.

The applicant testified that the respondent failed to leave the premises in a clean state. A statement showing the rent arrears and the deductions from the security deposit was provided in evidence.

I note that the security deposit is in excess of the permitted amount and remind the applicant that the security deposit may not exceed one month's rent. I also note that the applicant has not applied any interest to the security deposit. I calculate that interest to be \$0.30.

I find the respondent in breach of her obligation to pay rent. Applying the security deposit and interest first to the cleaning costs, I find rent arrears of \$1704.30 calculated as follows:

Security deposit	\$1350.00
Interest	.30
Rent arrears	(2804.60)
Cleaning	<u>(250.00)</u>
Total owing applicant	\$1704.30

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1704.30.

Hal Logsdon
Rental Officer