

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KEITH CLARKE**, 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 -

**KEITH CLARKE**

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 seven hundred ninety three dollars (\$2793.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of five hundred ninety nine dollars and thirty cents (\$599.30).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of July, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **KEITH CLARKE**, 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-

**KEITH CLARKE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 16, 2014**

**Place of the Hearing:**                      **Inuvik, NT**

**Appearances at Hearing:**                      **Aru Vashisht, representing the applicant**

**Date of Decision:**                      **July 3, 2014**

### **REASONS FOR DECISION**

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

The tenancy agreement between the parties was terminated by the respondent's notice on March 31, 2014. The applicant retained the security deposit (\$900) and accrued interest (\$0.70) applying it against rent arrears (\$2793), cleaning (\$300), painting and flooring (\$1200) and carpet steam cleaning (\$150) resulting in a balance owing of \$3542.30. The applicant sought relief in that amount.

The applicant provided inspection reports, a statement, a quotation for painting and flooring and the tenancy agreement in evidence. The applicant testified that the exit inspection was scheduled with the respondent but the respondent failed to appear and the inspection was done in his absence.

I find the costs of repair and cleaning consistent with the inspection reports except for the carpet cleaning. The carpet was stained, dirty and burned and was replaced with laminate flooring. I see no requirement for any steam cleaning. The applicant's request for relief of \$150 for steam cleaning is denied. I find the remaining repair and cleaning costs to be reasonable.

Taking the retained security deposit and interest into consideration and applying it first to the

repair and cleaning costs, I find remaining repair and cleaning costs of \$599.30 and rent arrears of \$2793 calculated as follows:

Security deposit	(900.00)
Interest	(0.70)
Cleaning	300.00
Painting/flooring	<u>1200.00</u>
Subtotal	\$599.30
Rent arrears	<u>2793.00</u>
Total	3392.30

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2793 and repair and cleaning costs of \$599.30.

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Hal Logsdon  
Rental Officer