

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EGEMEN SARIAHMETOGLU, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

EGEMEN SARIAHMETOGLU

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 three thousand one hundred twenty five dollars (\$3125.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of two hundred eighty dollars and thirty cents (\$280.30).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
November, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
EGEMEN SARIAHMETOGLU, 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-

EGEMEN SARIAHMETOGLU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 28, 2015**

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

Appearances at Hearing: **Aya Burshan, representing the applicant**

Date of Decision: **October 28, 2015**

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 applicant stated that the tenancy agreement between the parties was terminated on October 20, 2015 when the respondent abandoned the rental premises. The applicant retained the security deposit (\$622.50) and accrued interest (\$0.05) applying it against carpet cleaning (\$300), general cleaning (\$400), garbage removal (\$80) an administration fee (\$117), GST (\$5.85) and rent arrears (\$3125) resulting in a balance owing to the applicant of \$3405.30. The applicant sought relief in that amount.

The applicant provided a statement of account in evidence which indicated a balance owing of \$3405.30.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to maintain the premises in a state of ordinary cleanliness. Applying the retained security deposit and accrued interest first to the cleaning charges, administration fee and GST, I find the cleaning charges owed to the applicant to be \$280.30 and the rent arrears to be \$3125.

Security deposit	(\$622.50)
Interest	(0.05)
Carpet cleaning	300.00
General cleaning	400.00
Garbage removal	80.00
Administration fee	117.00
GST	<u>5.85</u>
Total cleaning	\$280.30
Rent arrears	<u>3125.00</u>
Total due applicant	\$3405.30

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3125 and cleaning charges of \$280.30

Hal Logsdon
Rental Officer