

IN THE MATTER between **JEFF ELLS**, Applicant, and **RYAN SUNDBERG**,
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,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

JEFF ELLS

Applicant/Landlord

- and -

RYAN SUNDBERG

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 eight hundred fifty five dollars and forty five cents (\$855.45).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of one hundred twenty five dollars (\$125.00).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of January,
2002.

Hal Logsdon
Rental Officer

REASONS FOR DECISION

The respondent was served with a notice of attendance on January 9, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant testified that he rented a room to the respondent who was required to pay monthly rent of \$500 plus actual expenses for utilities, phone, ISP services and long distance. The applicant testified that the respondent had breached the tenancy agreement by failing to pay rent and had abandoned the premises on November 7, 2001. The respondent provided details of the monthly rent charges which totalled \$1541.69. He sought an order for the respondent to pay that amount and compensation for lost rent in the amount of \$375, representing the balance of rent which would have come due in November, 2001.

My examination of the records indicates that the security deposit of \$450 was not applied to the outstanding arrears nor was accrued interest of \$1.07 applied to the account. The account also included a charge of interest in the amount of \$235.17 which is in excess of the interest rate permitted under the Act. The interest charges are denied. I find the correct balance of rent owing to be \$855 calculated as follows:

Aug rent	\$500.00
pmt-Aug	(500.00)
Sept-rent	500.00
Sept-other charges	36.51
Oct-rent	500.00
Oct-other charges	69.67
Nov-rent	125.00
Nov-other charges	75.34
Security deposit	(451.07)
Balance	\$855.45

In the matter of compensation for lost rent, the applicant testified that he advertised the room and showed it to prospective tenants. He indicated that he did not rent it to a number of initial applicants as he found them unsuitable. He testified that he re-rented the premises on December 1, 2001. In my opinion, given the current rental conditions, compensation of one week or \$125 is sufficient.

I find the respondent breached the tenancy agreement by failing to pay rent. I find the rent arrears to be \$855.45. I also find that the respondent abandoned the premises without notice and that compensation of \$125 is reasonable. The order issued shall require the respondent to pay the applicant that compensation.

Hal Logsdon
Rental Officer