

IN THE MATTER between **809656 ALBERTA LTD.**, Landlord, and **MARC CASAWAY**, Tenant;

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:

**809656 ALBERTA LTD.**

Landlord

- and -

**MARC CASAWAY**

Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the tenant shall pay the landlord rent arrears in the amount of nine hundred fourteen dollars and forty two cents (\$914.42).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of August, 2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.** , Landlord, and **MARC CASAWAY**, Tenant.

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:

**809656 ALBERTA LTD.**

Landlord

-and-

**MARC CASAWAY**

Tenant

**REASONS FOR DECISION**

|                                       |  |
|---------------------------------------|--|
| <b><u>Date of the Hearing:</u></b>    | <b>August 13, 2002</b>   |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, NT</b>   |
| <b><u>Appearances at Hearing:</u></b> | <b>Talib Rasheed, representing the landlord<br/>Marc Casaway, tenant</b> |
| <b><u>Date of Decision:</u></b>       | <b>August 16, 2002</b>   |

**REASONS FOR DECISION**

The landlord filed an application on July 9, 2002 and the tenant filed an application on July 25, 2002. Both applications were served on the other party and, with the agreement of both parties, the two matters were heard at a common hearing.

The landlord testified that since the time the application was made, the tenant had abandoned the rental premises. The landlord provided a copy of a statement of security deposit which indicated that rent arrears, cleaning charges and locksmith charges had been deducted from the security deposit and accrued interest leaving a balance owing in favour of the landlord in the amount of \$1964.26. The landlord sought an order requiring the tenant to pay that amount.

The tenant maintained that he had not abandoned the rental premises and sought compensation from the landlord for disturbing his lawful possession of the premises. He testified that his union went on strike against his employer on May 27, 2002 and that he had been in contact with the landlord on numerous occasions since that time to confirm to the landlord that he would pay the rent as soon as he was able and to express his intention to continue the tenancy. The tenant testified that he had removed the furniture from the premises on July 7, 2002. He also stated that he resided in Hay River during much of the strike and had removed his personal possessions from the premises. He disputed that the premises required any cleaning, testifying that it was in a reasonably clean state. A chair, in the process of being refinished, was left in the premises.

The landlord testified that they had inspected the apartment on July 8, 2002 and believed that the tenant had abandoned the premises. The landlord acknowledged that the tenant had contacted them on several occasions to explain that he was unable to pay the rent due to the strike and to express his intention to pay as soon as he was able. The landlord stated that when they discovered all the furniture and possessions had been removed, they assumed the tenant had "skipped".

Section 1(3) of the *Residential Tenancies Act* defines abandonment of rental premises.

- 1(3) For the purpose of this Act, a tenant has abandoned the rental premises and the residential complex where the tenancy has not been terminated in accordance with this Act and
  - (a) the landlord has reasonable grounds to believe that the tenant has left the rental premises; or
  - (b) the tenant does not ordinarily live in the rental premises, has not expressed an intention to resume living in the rental premises, and the rent the tenant has paid is no longer sufficient to meet the tenant's obligation to pay rent.

In my opinion, the landlord was justified in considering the premises abandoned. There is no written evidence to indicate that the tenant expressed his intention to return to the premises.

When the furniture and personal belongings were removed and the landlord discovered the apartment was empty, it was reasonable to expect the landlord to assume the tenant had left the premises permanently. As the memo from the caretaker to the manager, submitted in evidence by the landlord outlines, "All that was left was a few broken chairs and garbage so it look has (sic) if he skipped." The tenant's application for compensation is denied.

In the matter of the landlord's application for cleaning and rent arrears in excess of the retained security deposit, I find little evidence to support the landlord's claim for general cleaning or the cleaning of the carpet. Eight hours of cleaning is a substantial amount of work considering the caretaker's memo. Similarly, I find no evidence that the carpet was not reasonably clean. The costs related to cleaning and carpet cleaning are denied. In order to maintain the security of the apartment, building and mailbox for future tenants, the replacement of the keys and locks is reasonable and the costs are reasonable. It would appear that the tenant abandoned the premises on July 7. Therefore rent is due only to that date and I find the rent owing for July to be \$220.16. Adding that amount to the outstanding June rent of \$975, I find the total rent arrears to be \$1195.16. The landlord testified that the rental premises were re-rented to an employee of the landlord who took occupancy on July 10, 2000. In my opinion, there was no loss of rental income for the remainder of July. Taking into account the security deposit, I find the rent arrears owing to be \$914.42 calculated as follows:

|                            |                  |
|----------------------------|------------------|
| Security Deposit           | \$350.00         |
| Interest on deposit        | 60.74            |
| Costs of locks/keys        | (130.00)         |
| Rent arrears               | <u>(1195.16)</u> |
| <b>Amount due Landlord</b> | <b>\$914.42</b>  |

An order shall be issued requiring the tenant to pay the landlord rent arrears in the amount of \$914.42.

---

Hal Logsdon  
Rental Officer