

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **PAUL BECKWITH AND MELINDA BECKWITH**, Respondents;

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.

Applicant/Landlord

- and -

PAUL BECKWITH AND MELINDA BECKWITH

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant expenses related to the repair of tenant damage to the premises in the amount of seventy one dollars and fifty six cents (\$71.56).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand nine hundred seventy four dollars and fifty two cents (\$1974.52).

3. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for lost rent in the amount of one hundred thirteen dollars and seventy one cents (\$113.71).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of September, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **PAUL BECKWITH AND MELINDA BECKWITH**, Respondents.

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.

Applicant/Landlord

-and-

PAUL BECKWITH AND MELINDA BECKWITH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Paul Beckwith, respondent

Date of Decision: September 13, 2002

REASONS FOR DECISION

The application was filed with the respondents named Paul Scott and Melinda Beckwith. The proper names of the respondents, which are also shown on the written tenancy agreement, are Paul Beckwith and Melinda Beckwith. The order shall be issued accordingly.

The tenancy agreement between the parties was terminated on August 5, 2002 when the respondents vacated the rental premises. The tenancy agreement between the parties was in writing and made for a term to expire October 31, 2002. The applicant issued a statement of the security deposit which indicated a balance owing to the applicant of \$3091.56. The applicant deducted rent arrears, cleaning expenses, costs of repairs and a fee for breaking the lease. The applicant provided photographs of the premises in evidence.

The respondent did not dispute the allegations.

In my opinion, the deductions for repairs and cleaning are in order. However the charges for rent arrears and for the breaking of the lease are not in accordance with the Act. A landlord may only deduct from a security deposit rent arrears and costs of repairs, which may include cleaning if the premises are not left in a reasonably clean state. The applicant has deducted the full month's rent for August, 2002 claiming that the premises were not re-rented until August 31, 2002. This tenancy agreement was terminated on August 5, 2002 when the respondents vacated. Rent may only be applied to August 5 which I find to be \$189.52.

There is no provision under the Act for charging a fee when a term tenancy agreement is abandoned. Compensation for lost rent may be claimed by a landlord but may not be deducted from a security deposit and is subject to the landlord's efforts to mitigate loss. The applicant stated that they would have been able to re-rent the premises immediately after it was cleaned if they had not decided to undertake renovations to the premises. In my opinion, the time it took to do the renovations can not be charged to the tenant and the premises could have been re-rented on August 8, 2002, after the cleaning was completed. Reasonable compensation for lost rent is 3 days or \$113.71.

In summary, I find the amount owing by the respondents to the applicant, taking into account the security deposit and interest to be \$2159.79 calculated as follows:

Security deposit	\$600.00
Interest	8.44
Cleaning expenses	(355.00)
Repair expenses	(325.00)
Rent arrears	<u>(1974.52)</u>
Amount due applicant	\$2046.08
Plus compensation for lost rent	<u>\$113.71</u>
Total amount owing applicant	\$2159.79

An order shall be issued requiring the respondents to pay the applicant rent arrears, costs of repair and compensation for lost rent in the amount of \$2159.79.

Hal Logsdon
Rental Officer