

IN THE MATTER between **SHEILA ANDERSON**, Applicant, and **WENDY MEPHAM**, 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 **INUVIK, NT**.

BETWEEN:

SHEILA ANDERSON

Applicant/Landlord

- and -

WENDY MEPHAM

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 six hundred fifty one dollars and ninety cents (\$2651.90).
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 five hundred twenty dollars (\$520.00).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHEILA ANDERSON**, Applicant, and **WENDY MEPHAM**, 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:

SHEILA ANDERSON

Applicant/Landlord

-and-

WENDY MEPHAM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 30, 2003

Place of the Hearing: Inuvik, NT

Appearances at Hearing: James Anderson, representing the applicant

Date of Decision: September 30, 2003

REASONS FOR DECISION

A Notice of Attendance was mailed to the respondent's residence by registered mail on September 8, 2003. Canada Post confirmed that the item was refused by the customer. The applicant has tried on several occasions to effect service on the respondent without success. The applicant testified that the service address used by the rental officer was the correct address of the respondent's current residence. I am satisfied that the respondent is avoiding service and shall deem the Notice of Attendance served. The hearing was held in the respondent's absence.

The applicant stated that the tenancy agreement was terminated in early September, 2002 when the respondent vacated the premises. The applicant served a notice on the respondent, dated August 4, 2002 requesting immediate vacant possession of the premises due to non-payment of rent.

Following the termination of the tenancy agreement, the applicant provided a statement of the security deposit to the rental officer claiming an amount due in excess of the deposit of \$3173.15. Deductions for rent arrears (\$2660), cleaning (\$650) and storage of abandoned goods (\$400) were made from the deposit and accumulated interest. The applicant sought an order requiring the respondent to pay that amount. The applicant also stated that they were unable to re-rent the premises until October 1, 2002 because of the personal goods left in the premises. The applicant sought compensation for lost rent for September, 2002.

The applicant indicated that the rent arrears represented unpaid rent for the months of June, July and August, 2002. A partial payment was made in June and no payments were made in July or August. The rent for the premises was \$1040/month. I find the accounting of rent to be in order and find rent arrears in the amount of \$2660.

The applicant provided an itemized invoice for cleaning which indicated cleaning costs of \$561.75. I find the costs reasonable.

The *Residential Tenancies Act* entitles a landlord to demand costs of removal and storage prior to the return of abandoned personal property. If the property is not claimed by the tenant after the required storage period, the landlord may request permission from a rental officer to sell the goods. There is no provision in the Act for a landlord to deduct such costs from the security deposit or for a rental officer to order the tenant to pay such costs. Therefore the request for costs related to the storage of the personal possession is denied.

In my opinion, the applicant is not entitled to compensation for lost rent simply because the tenant's possessions prevented the re-renting of the premises. The tenant's lack of notice is also insufficient as the landlord sought early termination of the tenancy and the tenant complied. However, the tenant failed to vacate until early September, making it more difficult to promptly re-rent the premises, as most tenancy agreements terminate at the end of a month. Had the tenant vacated in August, compensation would not be reasonable but in my opinion, one-half months rent, or \$520 is reasonable compensation given the circumstances. The order shall require the

respondent to pay compensation for lost rent in the amount of \$520.

I also find the applicant's security deposit interest calculation to be in error. I find the interest to be \$69.85.

Taking into consideration the retained security deposit and accrued interest, and applying the retained deposit first to cleaning costs, I find rent arrears in the amount of \$2651.90, calculated as follows:

Security deposit	\$500.00
Interest	69.85
Cleaning costs	(561.75)
Rent arrears	<u>(2660.00)</u>
Rent arrears due landlord	\$2651.90

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2651.90 and compensation for lost rent in the amount of \$520.

Hal Logsdon
Rental Officer