

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JAMIE LANDRY**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**JAMIE LANDRY**

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 one hundred twenty nine dollars and fifty seven cents (\$129.57).
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 ninety six dollars and sixteen cents (\$96.16).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May, 2004.

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Hal Logsdon  
Rental Officer

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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-

**JAMIE LANDRY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 4, 2004

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

**Appearances at Hearing:** Trena Scott, representing the applicant

**Date of Decision:** May 6, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on April 25, 2004 but failed to appear at the hearing. The hearing was held in his absence.

The applicant stated that the respondent had abandoned the premises after the application had been filed. The applicant testified that there were some damages to the premises which were the result of the respondent's negligence. The applicant also testified that the respondent failed to return one door key and failed to leave the premises, including the carpet, in a reasonably clean condition. The applicant completed a statement of security deposit, deducting \$490 for repairs, cleaning and key replacement. The applicant testified that the full amount of the rent had not been paid for April and provided a statement of the rent account in evidence. The statement indicated rent arrears in the amount of \$625. Deducting the repairs, cleaning, key replacement and rent from the security deposit and accrued interest resulted in an amount owed to the applicant in the amount of \$129.57, calculated as follows:

Security deposit	\$975.00
Interest	10.43
Cleaning	(40.00)
Carpet cleaning	(135.00)
Key replacement	(45.00)
Carpet & Lino damages (burns)	(150.00)
Bedroom door repair	(120.00)
Rent arrears	<u>(625.00)</u>
<b>Amount due landlord</b>	<b>\$129.57</b>

The applicant also sought compensation for three days lost rent (May 1-3). The applicant testified

that the respondent vacated the premises without giving any notice. The applicant testified that they have been unable to re-rent the premises to date.

I find the statement of the security deposit to be in order and find the repairs to be the result of tenant damage and the repair costs to be reasonable. I find rent arrears in the amount of \$129.57. In my opinion, the applicant is entitled to compensation for lost rent as the respondent failed to give adequate notice and the landlord has been unable to re-rent the premises. The monthly rent for the premises is \$975. I calculate three days of compensation to be \$96.16.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$129.57 and compensation for lost rent in the amount of \$96.16.

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Hal Logsdon  
Rental Officer