

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JESSICA CATLING**, 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 -

JESSICA CATLING

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 hundred eighty six dollars and ten cents (\$286.10).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for lost rent on the abandonment of the premises in the amount of nine hundred seventy five dollars (\$975.00).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of September, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JESSICA CATLING**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JESSICA CATLING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Anisa Bhambhani, representing the applicant
Trina Scott, representing the applicant
Shane Ricks, representing the respondent, via telephone

Date of Decision: September 2, 2004

REASONS FOR DECISION

The tenancy agreement between the parties was made in writing for a term of one year commencing on March 1, 2004. The respondent vacated the premises on August 4, 2004. The applicant retained the security deposit and accrued interest and prepared an itemised statement deducting costs for cleaning and rent arrears in excess of the deposit. The applicant sought an order requiring the respondent to pay the rent arrears in excess of the deposit. The applicant also sought compensation for lost rent.

The itemized statement indicates a deduction for cleaning in the amount of \$80, representing four hours of cleaning. The applicant stated that the premises were not reasonably clean and provided photographs in evidence. The photographs show a very dirty stove and oven, dirty bathroom fixtures and numerous items left in the refrigerator and about the premises. The applicant stated that the respondent had given the landlord permission to dispose of the goods and some of the cleaning costs represented costs of removal and disposal of the goods left about the premises.

The statement also includes a deduction of \$135 for carpet cleaning and a photograph provided in evidence by the applicant shows a stain on the carpet in the hallway entrance.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$925.

The applicant testified that the premises had been shown to other prospective tenants and had not been rented to date.

The respondent disputed the deductions from the security deposit for cleaning and carpet cleaning, stating that the carpet was damaged at the commencement of the tenancy. The applicant also stated that they vacated the premises earlier than August 4, 2004 but were unable to return the keys because the landlord's office was closed over the weekend.

From the evidence before me, I find the cleaning costs of \$80 reasonable. The premises were not left in a reasonably clean state and the landlord was required to deal with items the tenant had left behind. An inspection report, signed by both parties in March, 2004 indicates stain and burn damage on the carpet in the living room but the photograph of the carpet stain provided by the landlord is clearly in the entrance hall. No carpet damage in that area is noted on the inspection report. In my opinion, it was reasonable for the landlord to clean the carpet to address the stain and the costs are reasonable.

I find no evidence disputing the rent arrears for the month of July in the amount of \$925.

Regardless of when the respondents actually vacated the premises, returned the keys to the landlord or indicated to the landlord they would be vacating the premises, the tenancy agreement was made for a year and the tenants vacated prior to the end of that term. Pursuant to section 62 of the *Residential Tenancies Act*, the tenant remains liable, subject to the landlord's reasonable efforts to mitigate loss, for rent that would have become due if the tenancy agreement had

continued. In my opinion, the landlord took reasonable action to re-rent the premises and was not able to do so for the month of August, 2004. In my opinion, the landlord is entitled to compensation in the amount of the August rent, \$975.

I note an arithmetic error in the calculation of interest on the security deposit statement. I find rent arrears in the amount of \$286.10 and compensation for lost rent in the amount of \$975, calculated as follows:

Security deposit	\$844.74
Interest	9.16
Cleaning	(80.00)
Carpet cleaning	(135.00)
Rent arrears	(925.00)
Subtotal	\$286.10
Compensation for lost rent	<u>\$975.00</u>
Amount owing landlord	\$1261.10

An order shall issue requiring the respondent to pay the applicant rent arrears and compensation for lost rent in the amount of \$1261.10.

Hal Logsdon
Rental Officer