

IN THE MATTER between **CHARLES VILLENEUVE**, Applicant, and **BEVERLY AREY**, 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:

**CHARLES VILLENEUVE**

Applicant/Landlord

- and -

**BEVERLY AREY**

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 six hundred twenty eight dollars and thirty six cents (\$628.36).
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 one thousand three hundred seven dollars and ninety five cents (\$1307.95).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of May, 2004.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **CHARLES VILLENEUVE**, Applicant, and **BEVERLY AREY**, 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:

**CHARLES VILLENEUVE**

Applicant/Landlord

-and-

**BEVERLY AREY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 10, 2004

**Place of the Hearing:** Inuvik, NT via videoconference

**Appearances at Hearing:** Charles Villeneuve, applicant  
Beverly Arey, respondent

**Date of Decision:** May 12, 2004

**REASONS FOR DECISION**

The applicant testified that the tenant had vacated the premises without notice and alleged that the respondent had failed to pay the full amount of rent and had broken a window in the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and cost of window repairs.

The applicant testified that the respondent notified him on May 5, 2004 that she had vacated the premises. The applicant testified that upon taking possession of the premises, he found the water pipes frozen and the premises without electricity. The applicant stated that he had not fully assessed the damages due to the frozen pipes and did not have an estimate for repair but would not be able to re-rent the premises until the repairs were completed and the premises, particularly the yard were cleaned up. The applicant testified that the cost to repair the broken window was \$400. The applicant stated that he had a security deposit of \$1150. The applicant stated that the rent for April and May had not been paid and that the monthly rent for the premises was \$1400.

The respondent testified that she vacated the premises on May 2, 2004 and had the electricity disconnected on May 3, 2004. She acknowledged that she had not contacted the landlord until May 5, 2004. The respondent stated that she thought the application to a rental officer required her to vacate the premises and she didn't feel she was obliged to pay the May rent. The respondent stated that the window had been broken by her child.

An application to a rental officer is not an order. I find nothing in the application, including the applicant's reasons for the application to imply that the tenant was required to give up possession on any particular date. The respondent clearly abandoned the premises on May 2, 2004.

I find rent arrears of \$1492.05 which represents the April rent and two days of May when the tenant was still in possession. In my opinion, given the repairs to the water system, the landlord will likely not be able to re-rent the premises until June 1, 2004. Compensation for rent for the remainder of May is reasonable which I calculate to be \$1307.95.

I find that the window was broken through the negligence of the tenant or persons permitted in the premises by the tenant and find the repair costs of \$400 reasonable.

The respondent stated that the tenancy agreement commenced in March, 2001 and that she paid the security deposit in two installments. I find the accrued interest on the deposit to be \$113.69.

An order shall issue requiring the respondent to pay the applicant rent arrears and compensation for lost rent in the amount of \$1936.31 calculated as follows:

Security deposit	\$1150.00
Interest on deposit	113.69
Repair of window	(400.00)
Rent arrears	(1492.05)
Compensation for lost rent	<u>(1307.95)</u>
<b>Amount owing applicant</b>	<b>\$1936.31</b>

---

Hal Logsdon  
Rental Officer