

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TRISH VAGHAN**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

TRISH VAGHAN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 seventy eight dollars and nine cents (\$578.09).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of April, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TRISH VAGHAN**, Respondent.

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

TRISH VAGHAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Trish Vaghan, respondent (by telephone)

Date of Decision: March 24, 2006

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about September 30, 2005 when the respondent vacated the premises. The applicant retained the security deposit and applied the deposit and interest against rent arrears, cleaning and repairs resulting in a balance owing the applicant of \$1092.99. This amount includes compensation for lost rent for the month of October, 2005 in the amount of \$1050. The applicant sought an order requiring the respondent to pay that amount. The applicant provided a copy of the security deposit statement and photographs in evidence.

The applicant testified that the respondent gave notice on September 7, 2005 to terminate the agreement on September 30, 2005. The applicant testified that they showed the apartment to prospective tenants but were unable to rent the premises in October. The term agreement between the parties was renewed on a month-to-month basis on August 1, 2005.

The respondent disputed wall repair costs of \$480 and cleaning costs of \$105. She testified that she had left the apartment in a very clean state and had only used “regular nails” about 1.5 to 2 inches long to hang pictures. She also testified that she was unaware of any hole in the living room wall. She acknowledged that she had given short notice to terminate. She stated that she returned the keys to the landlord on or before September 30, 2005 and advised the landlord that the premises were vacant.

In the matter of the deduction for cleaning, the photographic evidence suggests there were a few marks on the walls and the fixtures and bathroom fan required dusting. In my opinion, the evidence suggests that some very minor cleaning was necessary but one hour should have been sufficient.

In the matter of the wall repairs, the tenancy agreement between the parties specifies that "small 1" picture nails shall be allowed to hang pictures with" and prohibits the use of screws. The photographic evidence shows screw holes in one wall, nail holes in others and a hole in the living room wall. The respondent's testimony indicates that nails larger than 1 inch were used. In my opinion, the wall repairs are reasonable.

The applicant did not deduct compensation for the lost October rent from the security deposit but has included it on the statement as an amount due to the landlord. I note that the inspection of the apartment following the respondent's departure was not completed until October 13, 2005. The applicant stated that they were under the impression that the tenant would be returning to complete the cleaning. The respondent stated that she returned the keys on or before September 30, 2005 to the landlord's office. The inspection report appears to indicate that the person doing the inspection was initially unaware that the keys were returned to the office. In my opinion, the evidence suggests that the apartment was not considered vacant and ready to show until October 14, 2005 and the landlord is not entitled to compensation for the period October 1-13. I find that compensation for lost rent for the period October 14-31 is reasonable and find that amount to be \$610.

In summary, I find the respondent liable for compensation for lost rent in the amount of \$578.09

calculated as follows:

Security deposit	925.00
Interest	83.24
1 hour cleaning	(35.00)
Patch/paint walls	(480.00)
Clean carpets	(185.00)
Replace bulbs	(4.00)
Replace door	(115.00)
GST	(57.33)
Rent arrears	<u>(100.00)</u>
Subtotal	\$31.91
Less lost rent	<u>(610.00)</u>
Amount due applicant	\$578.09

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$578.09.

Hal Logsdon
Rental Officer