

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **STEVEN BIG CHARLES**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

STEVEN BIG CHARLES

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 seventy four dollars and sixteen cents (\$674.16).
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 hundred sixty six dollars and fifty three cents (\$166.53).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April,
2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **STEVEN BIG CHARLES**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

STEVEN BIG CHARLES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant

Date of Decision: April 13, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on March 3, 2006 when the respondent vacated the rental premises. The applicant retained the security deposit applying it to cleaning and rent arrears and completed a statement of the security deposit which was provided in evidence. The statement indicates a balance of rent owing the applicant in the amount of \$865.99. The applicant stated that the final cleaning charges were somewhat less than indicated on the statement and sought an order for \$840.69.

I find the statement in order but find some of the "rent arrears" to be compensation for lost rent. The applicant testified that she found the premises abandoned on March 3, 2006 and re-rented the premises on March 8, 2006. The applicant has charged rent from March 1-8. In fact the charges for March 4-8 should rightfully be considered compensation for lost rent.

I find the respondent in breach of his obligation to pay rent and find the rent arrears after the application of the security deposit and interest to be \$674.16. I also find the compensation for lost rent to be reasonable in the amount of \$166.53 which is the pro-rated rent for March 4-8, 2006. These amounts are calculated as follows:

Security deposit	\$672.50
Interest	7.96
Cleaning	(374.70)
Rent arrears	<u>(979.92)</u>
Rent arrears due to applicant	\$674.16
Plus compensation for lost rent	<u>166.53</u>
Total amount due applicant	\$840.69

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$674.16 and compensation for lost rent in the amount of \$166.53.

Hal Logsdon
Rental Officer