

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DIANA LOCKHART**, 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 -

DIANA LOCKHART

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 nine hundred seventy five dollars (\$975.00).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for overholding in the amount of three hundred fifty two dollars and sixty cents (\$352.60).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of seven hundred seventy dollars (\$770.00).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of April, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DIANA LOCKHART**, 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-

DIANA LOCKHART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lesley McManaman, representing the applicant

Date of Decision: April 18, 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 her absence.

The respondent gave written notice to terminate the tenancy agreement on March 31, 2006. The applicant testified that the respondent contacted her on or about April 5, 2006 to confirm that she was no longer living in the premises and intended to move all of her possessions from the premises within two weeks. The applicant stated that the respondent's possessions were still in the premises and that she intended to take possession that day. The applicant testified that she had inspected the premises and had made an estimate of repairs costing \$770. An itemized list of repairs was provided in evidence. The applicant also alleged that the respondent had failed to pay the full amount of rent. A copy of the tenant ledger was provided in evidence which indicated a balance of rent owing in the amount of \$1950 which included the full rent for April, 2006.

The tenancy agreement was made initially for a term which ended on July 31, 2005. The tenancy agreement has been on a month-to-month basis since that date. Therefore, 30 days written notice, which was given by the respondent is sufficient to terminate the tenancy agreement. It appears however, that the tenant remained in possession for some days after the termination of the agreement. In my opinion, the landlord is not entitled to all of the April, 2006 rent as indicated on the ledger but is entitled to compensation for overholding for 11 days in April, 2006 which I calculate as \$352.60.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$975. I also find the respondent in breach of her obligation to repair damages to the premises. The inspection report done at the commencement of the tenancy agreement and signed by the respondent indicates none of the damages shown on the itemized list provided by the applicant. I find the repair costs of \$770 reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears, repair costs and compensation for overholding in the total amount of \$2097.60. The applicant shall apply any security deposit held to the satisfaction of this order and shall complete a statement of the security deposit in accordance with section 18(3) of the *Residential Tenancies Act*.

Hal Logsdon
Rental Officer