

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **KELLY KORMOS**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

- and -

KELLY KORMOS

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 five hundred seventy seven dollars and six cents (\$577.06).
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 five hundred forty one dollars and ninety four cents (\$541.94).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of August, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **LIRIC CONSTRUCTION LTD.**, Applicant, and **KELLY KORMOS**, 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:

LIRIC CONSTRUCTION LTD.

Applicant/Landlord

-and-

KELLY KORMOS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 8, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Arie Keppel, representing the applicant

Date of Decision: August 8, 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 applicant stated that the respondent left the premises on July 3, 2006 without giving any notice. The applicant retained the security deposit and accrued interest of \$616 and completed a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*.

The applicant deducted general cleaning costs (\$105), damage to the carpet due to cigarette burns (\$270), carpet cleaning (\$160) and rent for June and July, 2006 (\$1200), leaving a balance owing to the landlord of \$1119.00.

The applicant provided photographs of the premises in evidence and testified that he showed the premises to prospective tenants and was unable to re-rent the premises for the remainder of July, 2006.

I find the costs of repair and cleaning reasonable. Applying the security deposit and interest first to repairs and cleaning, I find rent arrears in the amount of \$577.06 calculated as follows:

Security deposit	\$600.00
Interest	16.00
Repairs and cleaning	(535.00)
Rent June/06	(600.00)
Rent July 1-3	<u>(58.06)</u>
Rent arrears	\$577.06

I also find that the applicant took reasonable steps to mitigate the loss of rent in July after the respondent abandoned the premises. I find the respondent liable for lost rent for the remainder of July 2006 in the amount of \$541.94.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$577.06 and compensation for lost rent in the amount of \$541.94.

Hal Logsdon
Rental Officer