

IN THE MATTER between **ROLAND GOSSELIN**, Applicant, and **SARAH DAVENPORT**, 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:

ROLAND GOSSELIN

Applicant/Landlord

- and -

SARAH DAVENPORT

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 one thousand three hundred dollars and sixty five cents (\$1300.65).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning costs in the amount of three hundred four dollars and ninety cents (\$304.90).
3. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the

applicant compensation for lost rent in the amount of ninety three dollars and seventy cents (\$93.70).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **ROLAND GOSSELIN**, Applicant, and **SARAH DAVENPORT**, 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:

ROLAND GOSSELIN

Applicant/Landlord

-and-

SARAH DAVENPORT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 1, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roland Gosselin, applicant

Date of Decision: May 10, 2007

REASONS FOR DECISION

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

The tenancy agreement between the parties was terminated on March 22, 2007 when the respondent vacated the premises. The applicant alleged that the respondent had failed to pay the full amount of rent, failed to leave the premises in a reasonably clean condition and failed to give adequate notice to terminate the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, cleaning costs and compensation for loss of one month's rent.

The applicant stated that he did not have a security deposit as the cheque provided by the respondent for the first months rent and 50% of the security deposit was returned by the bank due to insufficient funds.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$1300.65. The first and last month's rent has been prorated to the number of days the respondent was in possession.

The applicant stated that the carpet was not clean and general cleaning had to be done in order to bring the premises to a state of reasonable cleanliness. Photographs and an inspection report were

provided in evidence. The applicant sought general cleaning costs of \$130 and carpet cleaning costs of \$174.90. Invoices supporting the expenditures were provided by the applicant.

The applicant stated that the premises were sold on March 26, 2007.

I find the respondent in breach of her obligation to pay rent. I find the statement in order and find the rent arrears to be \$1300.65. I find the cleaning costs of \$304.90 to be reasonable.

Compensation for lost rent must be equal to the amount of rent actually lost by a landlord due to the abandonment of the rental premises by a tenant. It is not a penalty for improper notice. As the premises were sold on March 26, 2007, all rent on and after that date would be due to the new owner/landlord. The applicant lost only 3 days rent or \$93.70 due to the abandonment of the premises by the respondent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1300.65, cleaning costs in the amount of \$304.90 and compensation for lost rent in the amount of \$93.70.

Hal Logsdon
Rental Officer