

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **WILLIAM TROY**, 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:

**YKD PROPERTY MANAGEMENT**

Applicant/Landlord

- and -

**WILLIAM TROY**

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 two hundred twenty dollars (\$1220.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act* the respondent shall pay the applicant repair costs in the amount of one thousand five hundred ninety six dollars and two cents (\$1596.02).
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 one thousand two hundred dollars (\$1200.00).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of August, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YKD PROPERTY MANAGEMENT**

Applicant/Landlord

-and-

**WILLIAM TROY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 31, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Jennifer Eggenberger, representing the applicant

**Date of Decision:** July 31, 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 his absence.

The applicant stated that the respondent abandoned the premises on or about May 2, 2007. The applicant retained the security deposit and accrued interest of \$625.98 and completed a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*. The applicant sought an order requiring the respondent to pay cleaning and painting costs in excess of the security deposit, rent arrears and compensation for the loss of the May, 2007 rent.

The applicant provided the security deposit statement and invoices for painting and cleaning in evidence which indicated cleaning costs of \$942 and painting costs of \$1280, leaving a balance of repair costs due to the applicant of \$1596.02. The applicant provided photographs of the premises showing heavily marked wall surfaces and the requirement for a significant amount of cleaning. The painting costs assigned to the tenant were prorated to account for depreciation.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at April 30, 2007 in the amount of \$1220.

The applicant testified that the premises were shown to prospective tenants but were not re-rented until June 1, 2007.

I find the security deposit statement in order and find the repair costs of \$1596.02 to be reasonable. I find the ledger in order and find rent arrears in the amount of \$1220. I find that the applicant took reasonable steps to mitigate loss and is entitled to the loss of the May, 2007 rent of \$1200.

An order shall issue requiring the respondent to pay the applicant rent arrears, repair costs and compensation for lost rent in the total amount of \$4016.02.

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Hal Logsdon  
Rental Officer