

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **HAWA DUMBUYA**, 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:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

HAWA DUMBUYA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair to the rental premises in the amount of one thousand five hundred thirty five dollars and eighty seven cents (\$1535.87).
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 eight hundred twenty four dollars (\$824.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
September, 2007.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

HAWA DUMBUYA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 4, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: September 4, 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 applicant testified that the respondent abandoned the rental premises on July 31, 2007. The applicant stated that the premises were not left in a clean condition and cleaning was required to bring the premises to a reasonably clean condition, costing \$100. The applicant also stated that the respondent failed to return the keys to the premises and a lock change was necessary costing \$75. The applicant stated that respondent had built a partition wall in the apartment without the knowledge or permission of the landlord which had to be removed. The applicant charged \$1666.67 for the removal of the wall and necessary repainting to repair the area. The applicant stated that the actual cost had been reduced to take into consideration the useful life of the existing paint.

The applicant retained the security deposit and accrued interest, applying it to the repair costs.

The applicant sought an order requiring the respondent to pay the repair costs in excess of the retained security deposit and interest in the amount of \$1535.87, calculated as follows:

Security deposit	\$295.00
Interest	10.80
Cleaning	(100.00)
Lock change	(75.00)
Removal of wall	<u>(1666.67)</u>
Total repair cost	\$1535.87

The applicant testified that the premises were shown to prospective tenants but were not re-rented until September 1, 2007. The applicant sought compensation for the August, 2007 rent in the amount of \$824.00

I find the repairs and cleaning costs to be reasonable. I find that the applicant took reasonable steps to mitigate loss after the premises were abandoned by the respondent. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$1535.87 and compensation for lost rent in the amount of \$824.

Hal Logsdon
Rental Officer