

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARIA SCHAFFER**, 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 **INUVIK, NT**.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

MARIA SCHAFFER

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 five hundred dollars (\$1500.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of twenty nine dollars and eighty four cents (\$29.84).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of February, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARIA SCHAFFER**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

MARIA SCHAFFER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 30, 2007

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Darrin Holmes, representing the applicant

Date of Decision: February 20, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the address indicated on the tenancy agreement, which was the last known address of the respondent. 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 or about June 30, 2006 when the respondent vacated the premises. The applicant retained the security deposit, applying it to rent arrears, repair and cleaning costs and compensation for lost rent. There was no evidence that the applicant issued a statement of the security deposit but a statement of account and an itemized list of repairs was completed and entered in evidence. The statement indicates a balance owing in the amount of \$3874.98. The applicant sought an order requiring the respondent to pay that amount.

The statement of account contains four debits totalling \$900 which the applicant could not identify. Four of the debits were posted on December 31, 2005 and one was posted on October 12, 2005. Without any explanation as to why the amounts were charged to the respondent or what the entries represent, I shall reduce the rent arrears owing accordingly. Taking into account the security deposit and repair costs which appear on the statement, I find rent arrears in the amount of \$1500, calculated as follows:

| | |
|--------------------------------|-----------|
| Balance as per statement | \$3874.98 |
| plus deducted security deposit | 1329.75 |

| | |
|---------------------------------|------------------|
| less deducted repair costs | (1504.73) |
| less compensation for lost rent | <u>(1300.00)</u> |
| Rent arrears as per statement | \$2400.00 |
| less unexplained debits | <u>(900.00)</u> |
| Rent arrears owing applicant | \$1500.00 |

I find the repairs were made necessary due to the negligence of the respondent and find the costs reasonable. The applicant testified that the premises were painted at the commencement of the tenancy agreement. Assuming that apartments are repainted every five years and these premises had been painted ten months ago, the painting and patching costs should be depreciated by \$119.07 (1/6 of the full costs). I find reasonable repair costs to be \$1359.59 calculated as follows:

| | |
|----------------------------|--------------|
| As per inspection sheet | \$1234.40 |
| less painting depreciation | (119.07) |
| Administration fee | 167.30 |
| GST | <u>76.96</u> |
| Total repair costs | \$1359.59 |

I note that the respondent gave written notice on April 25, 2006 to terminate the tenancy agreement on May 31, 2006. This is in accordance with the provisions for notice contained in the Act. The applicant's testimony implies that the respondent overheld for a month, however the applicant's representative had no direct knowledge of what arrangements had been made between the landlord and tenant to overhold. I can not assume abandonment of the premises nor can I assume that the applicant took reasonable efforts to mitigate loss if the tenant did abandon the premises. Accordingly, the applicants request for lost rent compensation is denied.

Applying the security deposit and accrued interest first to repairs and cleaning costs, I find repair and cleaning costs of \$29.84 and rent arrears of \$1500, calculated as follows:

| | |
|-------------------------------|------------------|
| Security deposit | \$1300.00 |
| Interest | 29.75 |
| Repair costs | <u>(1359.59)</u> |
| Repair costs owing | \$29.84 |
| | |
| Rent arrears (as noted above) | \$1500 |

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1500 and repair costs in the amount of \$29.84.

Hal Logsdon
Rental Officer