

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEONARD KIKOTAK**, 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 -

**LEONARD KIKOTAK**

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 two thousand ninety one dollars and sixty six cents (\$2091.66)
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay compensation for lost rent to the applicant in the amount of one thousand seven hundred thirty dollars and forty three cents (\$1730.43).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of November, 2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LEONARD KIKOTAK**, 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-

**LEONARD KIKOTAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 25, 2007**

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

**Appearances at Hearing:**                      **Darrin Holmes, representing the applicant**

**Date of Decision:**                              **November 16, 2007**

**REASONS FOR DECISION**

This application was filed on June 28, 2007 and scheduled for hearing on August 7, 2007. The applicant asked for an adjournment at the hearing and the matter was adjourned sine die. On September 25, 2007, the applicant indicated that he wished the matter to proceed and a hearing date was set for October 25, 2007.

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

The applicant testified that the respondent abandoned the rental premises in early September, 2007. The applicant retained the security deposit and accrued interest applying it against repair and cleaning costs and rent arrears. The applicant now seeks an order requiring the respondent to pay rent arrears in excess of the retained security deposit and interest and compensation for lost rent.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$3691.13. The applicant has charged cleaning and repair charges of \$505.89 and applied the retained security deposit to arrive at a balance owing of \$3289.85 calculated as follows:

Balance of rent owing as at September 30/07	\$3691.13
plus cleaning and repair charges	505.89
less security deposit	(891.13)
less interest on security deposit	<u>(16.04)</u>
Amount owing applicant	\$3289.85

An itemised list of cleaning and repair charges was provided in evidence as well as inspection reports outlining the condition of the premises at the beginning and end of the tenancy agreement.

I find the repairs and cleaning undertaken by the applicant to be reasonable except for a charge of \$54.86 which was described as “minor maintenance repairs” on the itemised list. The applicant was unable to say what repairs were involved. Minor maintenance is not a term normally used for damages caused by the negligence of the tenant. Without a more concise explanation of what the charges were for, I must deny the charge. I find the cleaning and repair charges to be \$451.03 calculated as follows:

Repair & cleaning as per itemised list	\$505.89
less “minor maintenance repairs”	<u>(54.86)</u>
Total	\$451.03

I also find that the accounting of the rent contains errors resulting in a \$300 overcharge of rent between May and September, 2007. The tenancy agreement between the parties sets out a monthly rent for that period of \$1100. The tenancy agreement was made for a term ending April 30, 2008 with no provision for a rent increase during the term. However, the statement shows total rent charged during that period to be \$5800 rather than \$5500, an overcharge of \$300.

The applicant has charged the full month's rent for September, 2007. Assuming that the date of abandonment was September 7, 2007, the September rent should be prorated. Therefore I find the rent arrears to be \$2547.80 calculated as follows:

Rent arrears as per statement	\$3691.13
less overcharge	(300.00)
less rent charged for Sept 8-30	<u>(843.33)</u>
Rent arrears	\$2547.80

In other respects, I find the statement in order and, applying the security deposit first to the repair and cleaning costs, find rent arrears of \$2091.66 calculated as follows:

Security deposit	\$891.13
Interest	16.04
less cleaning & repairs	(451.03)
less rent arrears	<u>(2547.80)</u>
Amount due applicant	\$2091.66

The applicant stated that the premises have not been re-rented since they were abandoned in September, 2007. The applicant testified that the premises were shown to any prospective tenants wishing an apartment of that size and location. I find the applicant has taken reasonable steps to mitigate the loss of rent and has lost a total of \$1730.43 due to the abandonment of the respondent, calculated as follows:

Lost rent September 8-30	\$843.33
October 1-25	<u>887.10</u>
Total	\$1730.43

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2091.66. I also find that the respondent abandoned the premises causing a loss of future rent in the amount of \$1730.43. An order shall issue requiring the respondent to pay the applicant rent

arrears in the amount of \$2091.66 and compensation for loss of future rent in the amount of \$1730.43.

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Hal Logsdon  
Rental Officer