

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MILLIE ANDERSON**, 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 -

**MILLIE ANDERSON**

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 hundred eighty one dollars and sixty seven cents (\$181.67).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of sixty seven dollars and seventy cents (\$67.70).
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 eight hundred fifty eight dollars and thirty three cents (\$858.33).

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**MILLIE ANDERSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 5, 2007

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

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

**Date of Decision:** December 7, 2007

**REASONS FOR DECISION**

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 her absence.

The parties entered into a tenancy agreement commencing April 1, 2007 for a one year term. The applicant stated that the respondent abandoned the premises on September 5, 2007. The applicant retained the security deposit and accrued interest and completed a statement of account. The applicant now seeks an order requiring the respondent to pay rent arrears and repair and cleaning costs in excess of the retained security deposit and compensation for lost rent.

The statement applies the security deposit (\$300) and accrued interest (\$15.62) against repair and cleaning charges (\$465.59) and rent arrears (\$1165) resulting in a balance owing the applicant of \$1314.97. The rent arrears included rent to September 30, 2007, some of which is compensation for lost rent.

The cleaning contained in the applicant's statement appears reasonable in light of the inspection reports provided. However the applicant's claim of \$45 for "minor maintenance repairs" is denied. The applicant was unable to state what was actually repaired. Without some specific information concerning the repairs I am inclined to view them as maintenance, which is the responsibility of the landlord.

Applying the security deposit and interest first to the repair and cleaning costs I find the respondent responsible for repair and cleaning costs in the amount of \$67.50, calculated as follows:

Cleaning	\$145.00
Carpet cleaning	160.00
Paint	9.45
Administration	47.17
GST	21.70
Less security deposit	(300.00)
Less interest	<u>(15.62)</u>
Repair costs	\$67.70

The applicant has charged penalties for late rent which are not in accordance with section 41 of the *Residential Tenancies Act*. I find rent arrears in the amount of \$181.67 calculated as follows:

Rent arrears to August 31/07	\$135.00
Rent arrear Sept 1-5	171.67
Less penalties	<u>(125.00)</u>
Rent arrears	\$181.67

I find the respondent abandoned the premises and the applicant lost the remainder of the September, 2007 rent despite reasonable efforts to mitigate that loss. I find the compensation for the loss of rent to be \$858.33.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$181.67, repair costs in the amount of \$67.70 and compensation for lost rent in the amount of \$858.33.

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Hal Logsdon  
Rental Officer