

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BRIAN POWER**, 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 -

BRIAN POWER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of three hundred ninety nine dollars and sixty seven cents (\$399.67).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BRIAN POWER**, 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-

BRIAN POWER

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 12, 2007

REASONS FOR DECISION

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

The parties entered into a tenancy agreement commencing August 1, 2006 for a term of one year.

There is no evidence to suggest that the parties entered into another tenancy agreement after July 31, 2007. Therefore the tenancy agreement is deemed to have been renewed on a monthly basis.

The applicant testified that the respondent abandoned the rental premises on September 5, 2007 and that the premises were not re-rented until October 1, 2007 despite showing the premises to prospective tenants. The respondent now seeks repair and cleaning costs, rent arrears and compensation for lost rent in excess of the retained security deposit and interest.

The applicant retained the security deposit and issued a statement in accordance with section 18 of the *Residential Tenancies Act*. The security deposit statement indicates that the security deposit (\$800.00) and interest (\$34.85) were applied against repairs and cleaning (\$855.01) and rent arrears (\$1750) and a late fee (\$25) resulting in a balance owing to the applicant of \$1795.16. Some of the rent arrears (September 6-30, 2007) are, in fact, compensation for lost rent.

At the hearing the applicant stated that he believed the retained security deposit was actually \$1600, the balance of \$800 being paid on March 23, 2007.

The applicant provided check-in and check-out inspection reports and an itemised list of cleaning and repair costs in evidence. In reviewing these documents, I find several costs unreasonable when compared to the inspection reports.

1. General Cleaning Costs

The check-out inspection report indicates dirty walls in the kitchen and in one bedroom, dirty cupboards, dirty windows in the living room and one bedroom and a dirty bathroom fan. The applicant has charged the respondent for 10 hours of cleaning at \$30/hour plus \$40 for cleaning materials. In my opinion, this is not a reasonable cost for the work required. In my opinion this work should take no more than 5 hours and cleaning materials should cost no more than \$10. The applicant's request for compensation is amended.

2. Carpet Cleaning

The check-out inspection report indicates that the carpet was dirty in only one bedroom and the applicant has charged the respondent \$230 for carpet cleaning. Both the check-in and the check-out reports indicate that the carpets were old and stained throughout the house. The evidence does not indicate that the carpets were in worse shape at the end of the tenancy than at the beginning of the tenancy or that the carpet in the one room required anything other than vacuuming. The applicant's request for compensation is denied.

3. Minor Maintenance

There is no indication as to what work was performed or required to be performed. The term “maintenance” without further explanation, implies that the work was the responsibility of the landlord and not due to the negligence of the tenant. The request for compensation is denied.

The security deposit is based on a deposit of \$800. The correct amount of interest on the deposit of \$1600 is \$50.69.

The late fee of \$25 is not in accordance with the provisions for late rent penalties found in section 41 of the *Residential Tenancies Act*.

Taking the above into consideration and applying the security deposit first to cleaning and repair costs, I find a credit owing to the applicant. Taking into consideration the compensation for lost rent, I find compensation owing to the applicant of \$399.67 calculated as follows:

| | |
|----------------------------------|----------------|
| General Cleaning | \$160.00 |
| Painting | 86.40 |
| Administration | 36.96 |
| GST | 17.00 |
| Rent arrears to August 31/07 | 75.00 |
| Rent arrears September 1-5, 2007 | 335.00 |
| Less security deposit | (1600.00) |
| Less interest on deposit | <u>(50.69)</u> |
| Subtotal | (940.33) |
| Compensation for lost rent | <u>1340.00</u> |
| Amount owing applicant | \$399.67 |

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$399.67.

Hal Logsdon
Rental Officer