

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **SCOTT MCCALLUM AND CHARLOTTE MOORE**, Respondents;

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 -

SCOTT MCCALLUM AND CHARLOTTE MOORE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears and compensation for lost rent in the amount of nine hundred forty four dollars and twenty eight cents (\$944.28).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **SCOTT MCCALLUM AND CHARLOTTE MOORE**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

SCOTT MCCALLUM AND CHARLOTTE MOORE

Respondents/Tenants

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 respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The parties entered into a tenancy agreement commencing April 1, 2007 for a one year term. The applicant stated that the respondents abandoned the premises in early September, 2007. The applicant retained the security deposit and accrued interest and completed a statement of account. The applicant now seeks an order requiring the respondents 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 (\$950) and accrued interest (\$20.74) against repair and cleaning charges (\$152.38) and rent arrears (\$1817.50) resulting in a balance owing the applicant of \$999.14. The rent arrears included rent to September 30, 2007, some of which is compensation for lost rent.

The application was filed on October 16, 2007 and sought only rent to the end of September, 2007. There is no indication in the application that the applicant intended to seek compensation for lost rent past that date. At the hearing, the applicant testified that the premises were not re-rented until December 1, 2007 and he wished to claim compensation for lost rent to November 30, 2007 in the amount of \$1900. I shall not consider compensation for lost rent past September

30, 2007 because the application suggests that is all the applicant intends to seek. The principles of natural justice demand that a respondent know what the applicant intends to seek so that they can prepare their defence. In this case it is entirely conceivable that the respondents did not wish to dispute the applicant's claim and chose not to attend the hearing. However, they were not informed that the applicant intended to seek amounts in excess of those contained in the application. The applicant is not barred from seeking additional lost rent through another application but it is not fair to consider that claim here.

The cleaning contained in the applicant's statement appears reasonable in light of the inspection report 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.

I find the respondents in breach of their obligation to pay rent. I find the applicant's claim for compensation for lost rent to September 30 to be reasonable. I am satisfied that the applicant lost the remainder of that month's rent and took reasonable steps to mitigate that loss. Applying the security deposit and accrued interest first to the cleaning costs, I find rent arrears and compensation for lost rent to be \$944.28 calculated as follows:

Cleaning costs	\$60.00
Dump fees	20.00
Administration fee	12.00
GST	5.52
Rent arrears	\$1817.50
Less security deposit	(950.00)
Less interest	<u>(20.74)</u>
Amount owing applicant	\$944.28

An order shall issue requiring the respondents to pay the applicant rent arrears and compensation for lost rent in the amount of \$944.28.

Hal Logsdon
Rental Officer