

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **VERNON AMOS AND LORAINNA ELANIK**, 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 -

**VERNON AMOS AND LORAINNA ELANIK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of thirty three dollars and forty six cents (\$33.46).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for lost rent in the amount of three hundred sixty one dollars and twenty nine cents (\$361.29).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of April, 2008.

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Hal Logsdon  
Rental Officer

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-and-

**VERNON AMOS AND LORAINNA ELANIK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 1, 2008

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

**Appearances at Hearing:** Angela Hunter, representing the applicant  
Vernon Amos, respondent  
Lorainna Elanik, respondent

**Date of Decision:** April 22, 2008

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 31, 2007 when the respondents vacated the premises. The applicant retained the security deposit (\$1400) and accrued interest (\$9.67) applying it against rent arrears (\$1496.67), general cleaning (\$110), painting and patching (\$79.20), replacement of a toilet seat (\$30.00), replacement of light bulbs (\$24.00), administration (\$36.48) and GST (\$16.78) resulting in a balance owing to the applicant in the amount of \$383.46.

The applicant testified that the respondents gave no written notice and despite efforts to re-rent the premises, they were not re-rented until October 1, 2007. The applicant sought an order requiring the respondents to pay the repair costs (\$383.46) and compensation for lost rent (\$1400) in the total amount of \$1783.46.

The respondents did not dispute the security deposit deductions or the rent arrears but testified that they gave verbal notice on August 8, 2007 for August 31, 2007. The respondents testified that when the landlord told them the notice had to be made in writing, they submitted the notice in writing on the same or next day. Neither party produced a copy of any written notice to terminate the tenancy agreement.

The respondents also produced a receipt for \$300 dated March 25, 2008 that did not appear on the applicant's statement of the rent account. The applicant acknowledged the payment as

received. The statement also included two \$25 penalties for late rent. These are not in accordance with the penalty permitted under section 41 of the *Residential Tenancies Act*. I find the rent arrears to be \$1146.67 calculated as follows:

Rent arrears as per statement	\$1496.67
less payment not on statement	(300.00)
less penalties	<u>(50.00)</u>
Rent arrears	\$1146.67

I find the cleaning and repair costs of \$296.46 to be reasonable.

Although no copy of the document was produced, I am satisfied that the respondents advised the applicant on August 8, 2007 that they intended to vacate on August 31, 2007 and followed up, as suggested by the landlord, with a notice in writing. The tenancy agreement is a month-to-month agreement requiring only a 30 day notice to terminate on the last day of any month. The applicant produced no specific evidence as to the number of inquiries received for that type of apartment or the number of showings. In my opinion, it is difficult to conclude that the notice given by the respondents, short by only 8 days, resulted in nearly two months of lost rent. In my opinion compensation equivalent to eight days of lost rent, or \$361.29 is reasonable.

Applying the security deposit first to rent arrears, I find repair costs due to the applicant in the amount of \$33.46, calculated as follows:

Security deposit	\$1400.00
Interest	9.67
Rent arrears	(1146.67)
Cleaning/repairs	<u>(296.46)</u>
repair costs due applicant	\$33.46

An order shall issue requiring the respondents to pay the applicant repair costs in the amount of \$33.46 and compensation for lost rent in the amount of \$361.29.

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Hal Logsdon  
Rental Officer