

IN THE MATTER between **CANDACE MCQUATT**, Applicant, and **KARLA LOEPPKY**, 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 **PRELUDE LAKE EAST, NT**.

BETWEEN:

CANDACE MCQUATT

Applicant/Tenant

- and -

KARLA LOEPPKY

Respondent/Landlord

AMENDED ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return the accrued interest on the security deposit to the applicant in the amount of twenty dollars and twenty six cents (\$20.26).
2. Pursuant to section 39(2)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for failure to provide internet services in the amount of three hundred thirty four dollars and eighty three cents (\$334.83).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **CANDACE MCQUATT**, Applicant, and **KARLA LOEPPKY**, 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:

CANDACE MCQUATT

Applicant/Tenant

-and-

KARLA LOEPPKY

Respondent/Landlord

AMENDED REASONS FOR DECISION

Date of the Hearing: September 16, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Candace McQuatt, applicant
Karla Loeppky, respondent (by telephone)

Date of Decision: September 24, 2009
Amended October 13, 2009

AMENDED REASONS FOR DECISION

The tenancy agreement between the parties was terminated on April 24, 2009 when the applicant vacated the premises. The respondent deducted \$40.43 for the repair of a floor transition strip and \$2.40 for the replacement of a television cable connector from the security deposit of \$700 and returned the balance of \$657.17 to the applicant. The applicant sought the return of the accrued interest on the security deposit which she estimated was \$20.43. A statement of the security deposit and a copy of the cheque for the return of the balance was provided in evidence

The applicant also alleged that the respondent had breached the tenancy agreement by failing to provide internet services. A copy of the written tenancy agreement between the parties was provided in evidence. Article 10 of the tenancy agreement obligates the landlord to provide internet, utilities and phone during the term of the tenancy agreement. Invoices for equipment and internet services which were purchased by the applicant were provided in evidence. The applicant estimated the cost of the equipment and the services to be \$1252.15 and sought an order requiring the respondent to compensate her for that amount.

The applicant also alleged that several folding chairs disappeared during the tenancy and sought compensation of \$60.90.

The applicant also sought compensation for gasoline purchased for the respondent in the amount of \$36.14.

The respondent acknowledged that she had failed to provide internet services but disputed the amount of compensation requested by the applicant. The respondent noted that she had reduced the rent from \$750/month to \$700/month to compensate the applicant for her failure to provide the service. The written tenancy agreement between the parties sets out the monthly rent as \$750/month. The applicant acknowledged that she had paid the reduced amount of \$700/month since the beginning of the term. It was also noted that some internet equipment was removed from the premises by the applicant.

Neither party knew how the folding chairs disappeared. There is no indication that their loss was in any way due to the negligence of the respondent. The gasoline was purchased for the respondent by the applicant for use in a vehicle. It is not related to any obligation set out in the tenancy agreement. Compensation for both if these items is therefore denied.

I find the respondent in breach of her obligation to provide internet services in accordance with her obligation set out in the tenancy agreement. After a review of the charges for the internet equipment and services and considering that not all the equipment was left on the premises, the parties agreed that reasonable compensation for the internet equipment and services would be \$828.15. I find that compensation to be reasonable.

I find the interest owing on the security deposit to be \$20.26

In considering compensation for the lack of internet services I must also consider the abatement of

rent the respondent provided throughout the term of the tenancy agreement. The landlord has abated \$493.32 in rent to compensate for her failure to provide internet services. Taking the abatement into consideration, I find reasonable compensation for the failure to provide internet services to be \$334.83, calculated as follows:

<u>Compensation for internet services</u>	<u>\$828.15</u>
<u>Less abatement of rent</u>	<u>(493.32)</u>
<u>Total</u>	<u>\$334.83</u>

An order shall issue requiring the respondent to return the interest on the security deposit of \$20.26 and to pay compensation for failure to provide internet services in the amount of \$334.83.

Hal Logsdon
Rental Officer