

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **ANDY CADIEUX AND JESSICA DELEARY**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

- and -

ANDY CADIEUX AND JESSICA DELEARY

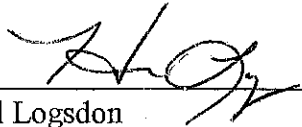
Respondents/Tenants

ORDER

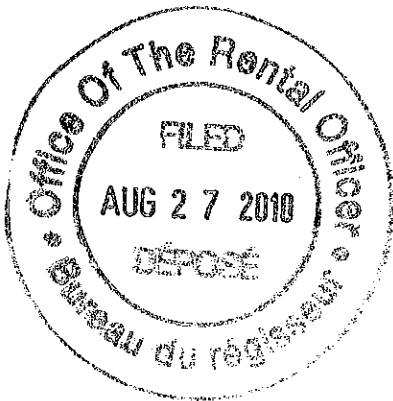
IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand two hundred twelve dollars and nine cents (\$1212.09).
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 one thousand three hundred three dollars (\$1303.00).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of August, 2010.



Hal Logsdon
Rental Officer



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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:

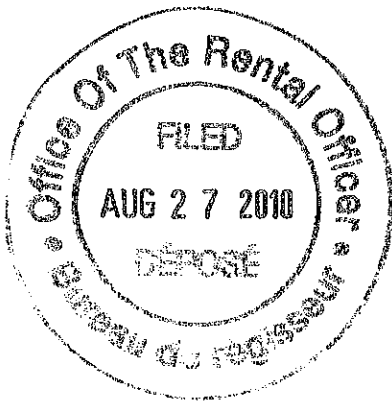
5655 NWT LTD.

Applicant/Landlord

-and-

ANDY CADIEUX AND JESSICA DELEARY

Respondents/Tenants



REASONS FOR DECISION

Date of the Hearing: August 18, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lynn Elkin, representing the applicant
Jessica Deleary, respondent

Date of Decision: August 18, 2010

REASONS FOR DECISION

Both of these applications pertain to the same tenancy agreement and the same rental premises.

With the consent of the parties both applications were heard at a common hearing.


The tenancy agreement between the parties was made for a term ending on June 30, 2010. The applicant retained the security deposit (\$1700) and accrued interest (\$7.91) applying it to repair costs (\$1295) and rent arrears for June, 2010 (\$1700), leaving a balance owing of \$1287.09. The applicant completed a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The monthly rent for the premises was \$1700.

The applicant testified that she received verbal notice on June 23, 2010 that the respondents intended to vacate the premises on June 30, 2010. The applicant stated that they advertised the premises for rent and showed it to prospective tenants. The premises were re-rented on August 7, 2010. The applicant sought compensation for lost rent only to July 23, 2010 in the amount of \$1303.

The respondent disputed two of the repair costs included on the security deposit statement; the paint touch-up in the bathroom (\$25) and the paint touch-up in the second bedroom (\$50). The applicant withdrew their request for relief for these items, reducing their claim for rent arrears to \$1212.09.

I find the statement of security deposit in order. Applying the security deposit first to repair costs, I find rent arrears of \$1212.09. I find that the respondents abandoned the premises and that the applicant took reasonable measures to mitigate the loss. I find the applicant's request for compensation for lost rent in the amount of \$1303 to be reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1212.09 and compensation for lost rent of \$1303.



Hal Logsdon
Rental Officer