

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BRIAN WADE**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

BRIAN WADE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand seven hundred thirty five dollars and ninety two cents (\$1735.92).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of one thousand three hundred fifty dollars (\$1350.00).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BRIAN WADE**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

BRIAN WADE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 10, 2014

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant

Date of Decision: September 10, 2014

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. Canada Post indicated that the Notice of Attendance was refused by the respondent. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The respondent did not appear at the hearing and the hearing was held in his absence.

The applicant stated that the respondent abandoned the premises on or about May 6, 2014. The applicant retained the security deposit (\$675) applying it against general cleaning (\$200), carpet cleaning (\$150) and rent arrears (\$2061) resulting in a balance owing of \$1736. The applicant provided a statement and inspection reports in evidence.

The tenancy agreement was made for a term ending on April 30, 2015. The applicant testified that they showed the apartment to all prospective tenants seeking a one bedroom apartment but could not re-rent the apartment until July 1, 2014.

The applicant sought an order for rent arrears of \$1736 and compensation for lost rent for the month of July, 2014 in the amount of \$1350.

I find the cleaning and carpet cleaning charges to be reasonable and consistent with the observations on the inspection reports. I find rent arrears of \$2061. I find that the applicant took reasonable steps to mitigate the loss of the June rent and find that loss to be \$1350. The applicant

has failed to apply interest to the security deposit. I find the interest to be \$0.08. Applying the retained security deposit and interest first to the cleaning and carpet cleaning charges, I find rent arrears of \$1735.92 calculated as follows:

| | |
|------------------|----------------|
| Security deposit | (675.00) |
| Interest | (0.08) |
| Carpet cleaning | 150.00 |
| General cleaning | 200.00 |
| Rent arrears | <u>2061.00</u> |
| Total | \$1735.92 |

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1735.92 and compensation for lost rent of \$1350.

Hal Logsdon
Rental Officer