

IN THE MATTER between **EFFIE MACLEOD**, Applicant, and **MARY ANN FRANCEY**, 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 **INUVIK, NT**.

BETWEEN:

**EFFIE MACLEOD**

Applicant/Landlord

- and -

**MARY ANN FRANCEY**

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 nine hundred thirteen dollars and fifty nine cents (\$913.59).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of five hundred dollars (\$500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of March, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **EFFIE MACLEOD**, Applicant, and **MARY ANN FRANCEY**, 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:

**EFFIE MACLEOD**

Applicant/Landlord

-and-

**MARY ANN FRANCEY**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 18, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Inuvik, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Effie MacLeod, applicant</b>
<b><u>Date of Decision:</u></b>	<b>March 18, 2005</b>

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The respondent is no longer in possession of the premises. The applicant believes she abandoned the premises on or about January 31, 2005 but did not remove her personal possessions. The applicant stated that the personal possessions were removed and stored on February 15, 2005.

The applicant testified that she tried to re-rent the premises between January 31, 2005 and February 15, 2005 but was unable to do so.

The applicant testified that the premises were very dirty and there was damage to the door weatherseal which appeared to be done by the respondent's cat.

The applicant held a security deposit of \$1000 and prepared a statement of the deposit. There were deductions for cleaning (\$304.95), door repair (\$100), removal of contents (\$100) and rent arrears to February 15, 2005 (\$2020). The applicant sought an order requiring the respondent to pay the balance owing in the amount of \$1524.95.

The applicant stated that only one payment of rent in the amount of \$480 had been made since December 1, 2004 and that the rent for the premises was \$1000/month. She stated that \$500 had been charged for February, bringing the balance of rent owing to \$2020.

The costs of removal and storage of personal goods are recoverable from the tenant when they claim the goods or by sale of the goods on the approval of a rental officer. In my opinion, the costs of removal are reasonable and if not paid by the tenant, can be recovered through sale. The applicant must file an inventory of the abandoned property with the rental officer, serve a copy on the tenant and hold the goods for a minimum of 60 days, during which time the tenant may retrieve the property by paying the landlord \$100. If after 60 days, the tenant has not claimed the goods, the applicant may seek the approval of the rental officer to sell the property and may retain \$100 to cover her costs. The applicant's request for an order to cover these costs is therefore denied.

I note the applicant has not calculated interest on the deposit. Assuming the deposit was held from September 1, 2004 to the end of the tenancy on January 31, 2005 I find the interest to be \$11.36.

I find the cleaning and repair costs reasonable. I find that the respondent took reasonable steps to mitigate her loss of rent in February and find compensation of \$500 reasonable.

Taking into consideration the security deposit and accrued interest, I find the amount owing the applicant to be \$1413.59 calculated as follows:

Security deposit	\$1000.00
Interest	11.36
Cleaning costs	(304.95)

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Repair cost	(100.00)
Rent arrears (to January 31/05)	(1520.00)
Compensation for lost rent	<u>(500.00)</u>
Amount owing applicant	\$1413.59

An order shall issue requiring the respondent to pay the applicant rent arrears and compensation for lost rent in the total amount of \$1413.59.

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Hal Logsdon  
Rental Officer