

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **MIKE MATHESON**, 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:

**G.B.H. HOLDINGS LTD.**

Applicant/Landlord

- and -

**MIKE MATHESON**

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 one hundred ten dollars and sixty two cents (\$1110.62).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of November, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **G.B.H. HOLDINGS LTD.**, Applicant, and **MIKE MATHESON**, 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:

**G.B.H. HOLDINGS**

Applicant/Landlord

-and-

**MIKE MATHESON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 16, 2006

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

**Appearances at Hearing:** Harvey Hurst, representing the applicant

**Date of Decision:** November 21, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail at General Delivery. The applicant stated that General Delivery was the normal address of the respondent. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on October 19, 2006 when the applicant considered the premises abandoned and took possession. The applicant retained the security deposit (\$1100) and prepared a statement of the deductions. The applicant deducted rent arrears (\$2300), general cleaning (\$125), packing of the abandoned personal property (\$100) and costs of lock changes (\$250) leaving a balance owing in the amount of \$1775. I note that there is an arithmetic error in the statement and the balance should be \$1675.

The applicant testified that the apartment was not clean and required 5 hours of cleaning. The applicant also testified that the keys to the premises were not returned necessitating the lock change.

The applicant stated that he did not show the premises to prospective tenants after the premises were abandoned as he had other apartments in the complex which were vacant and ready to rent.

The applicant served a notice of early termination on the respondent for non-payment of rent on September 24, 2006 seeking vacant possession on October 3, 2006. The applicant stated that he

had rarely seen the respondent in the complex since August, 2006.

In the matter of rent, I can not find the respondent liable for the entire month of October, 2006.

The applicant sought early termination and the respondent complied. It is not unlikely that the respondent actually vacated in accordance with the applicant's notice. In my opinion, a landlord can not seek compensation for lost rent if a tenant substantially complies with a notice of early termination. As well, I see no effort to mitigate loss on the part of the applicant which is a requirement for a successful claim for compensation for lost rent. I find the rent arrears to be \$1874, calculated as follows:

August/06 rent	\$100
September/06 rent	1100
October 1-19	<u>674</u>
Rent arrears	\$1874

Removal and storage costs can be collected from the tenant if they retrieve the abandoned property. If the tenant fails to claim the goods, the landlord may seek the permission of a rental officer to sell the goods and apply the proceeds against the removal and storage costs. There is no provision in the *Residential Tenancies Act* for an order requiring the tenant to pay for the removal and storage costs of abandoned personal property. Accordingly the applicant's request for compensation of \$100 is denied.

The applicant has neglected to apply interest to the security deposit. I find the accrued interest to be \$38.38.

Applying the security deposit and accrued interest first to the cleaning costs and costs of lock changes, I find rent arrears in the amount of \$1110.62, calculated as follows:

Security deposit	\$1100.00
Interest	38.38
Rent arrears	(1874.00)
Lock change	(250.00)
Cleaning	<u>(125.00)</u>
Amount due applicant	\$1110.62

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1110.62.

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Hal Logsdon  
Rental Officer