

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **MARK COTTERILL**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

MARK COTTERILL

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 five hundred fifty dollars (\$550.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs to repair damages in the amount of one thousand two hundred eighty dollars (\$1280.00).
3. 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 fifty dollars (\$550.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May,
2007.

Hal Logsdon
Rental Officer

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BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

MARK COTTERILL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 1, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: May 10, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. 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 March 22, 2007 when the applicant declared the premises abandoned and took possession. The applicant alleged that the respondent failed to pay the March, 2007 rent and failed to give any notice to terminate the tenancy agreement, causing the landlord to lose rent for the month of April, 2007. The applicant retained the security deposit and interest, applying it against cleaning costs and sought additional relief for the replacement of the carpet.

The applicant provided a rent statement in evidence which indicated a balance owing in the amount of \$1100. This amount represents the March, 2007 rent arrears and the compensation for the April rent. The applicant testified that due to the condition of the apartment they were unable to show it immediately. Photographs of the premises were provided by the applicant in evidence. The applicant stated that after cleaning the apartment, they showed it to prospective tenants and were able to re-rent the premises on May 1, 2007.

The applicant applied the entire security deposit and interest against the cleaning costs. The applicant testified that the carpet was ruined and required replacement at a cost of \$1600. An

inspection report was provided in evidence. The applicant testified that the carpet was new at the commencement of the tenancy agreement, approximately two years ago. The relief requested for the carpet replacement represented the full replacement cost.

The photographic evidence supports the cleaning costs. The inspection report supports the requirement to replace the carpet. Assuming the carpet had a useful life of 10 years, the value of the carpet has been reduced by 20% due to normal wear and tear. It is therefore reasonable to compensate the landlord for 80% of the replacement cost or \$1280.

Given the state of the apartment at the termination of the tenancy agreement, in my opinion, the applicant took reasonable measures to mitigate the loss of rent caused by the tenant's abandonment of the premises and is entitled to compensation equal to the April, 2007 rent.

I find the respondent in breach of his obligation to repair damages to the premises and his obligation to pay rent. Applying the security deposit and interest first to cleaning and repairs, I find the repair cost owing to the applicant to be \$1280, calculated as follows:

Security deposit	\$600.00
Interest	32.37
Cleaning	(632.37)
Carpet replacement	<u>(1280.00)</u>
Repair cost due applicant	\$1280.00

I find the rent arrears to be \$550, which represents the unpaid rent for March, 2007.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$550, repair costs in the amount of \$1280 and compensation for lost rent in the amount of \$550.

Hal Logsdon
Rental Officer