

IN THE MATTER between **OWEN E. HACHEY**, Applicant, and **DEAN MCGOWAN**, 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 **HAY RIVER, NT**.

BETWEEN:

OWEN E. HACHEY

Applicant/Landlord

- and -

DEAN MCGOWAN

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 three thousand five hundred fifty five dollars and twenty seven cents (\$3555.27).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of December, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **OWEN E. HACHEY**, Applicant, and **DEAN MCGOWAN**, 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:

OWEN E. HACHEY

Applicant/Landlord

-and-

DEAN MCGOWAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 20, 2007

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Owen E. Hachey, applicant

Date of Decision: December 5, 2007

REASONS FOR DECISION

The applicant was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant failed to appear at the hearing and the hearing was held in his absence.

The applicant stated that the respondent vacated the rental premises on November 7, 2007. The applicant retained the security deposit and accrued interest but has not filed a statement of the deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant now seeks an order requiring the respondent to pay the alleged rent arrears.

The applicant testified that the respondent had failed to pay any rent for the months of August, September, October and November, 2007. The monthly rent for the premises is \$1300. The applicant sought an order requiring the respondent to pay rent arrears in the amount of \$5200.

The tenancy agreement between the parties commenced on January 1, 2007 and ran from month to month. The required security deposit was \$1300 but the respondent testified that he collected only \$625 at the commencement of the tenancy agreement. It is not clear if the tenancy agreement was terminated by mutual consent or by abandonment of the respondent. The applicant stated that he had re-rented the premises but had elected to discount the rent for the current tenant. The applicant indicated that there were repairs and/or cleaning that had to be done and he anticipated they would exceed the retained security deposit.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be

\$4203.33 calculated as follows:

August/07 rent	\$1300.00
September/07 rent	1300.00
October/07 rent	1300.00
November 1-7 rent	<u>303.33</u>
Total rent arrears	\$4203.33

Applying the security deposit and accrued interest to the rent arrears, I find rent arrears due to the applicant in the amount of \$3555.27 calculated as follows:

Security deposit	\$625.00
Interest	23.06
Rent arrears	<u>(4203.33)</u>
Amount owing applicant	\$3555.27

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3555.27. I do not find sufficient evidence to consider compensation for lost rent for the remainder of November, 2007. It is not clear how the tenancy agreement was ended, how much of the November, 2007 rent was lost or the extent to which the respondent sought to mitigate any loss. The applicant may file another application if there are damages to the premises or cleaning costs.

Hal Logsdon
Rental Officer