

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **TINA WETRADE**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

TINA WETRADE

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 hundred seventy nine dollars and sixty eight cents (\$379.68).
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 one thousand five hundred dollars (\$1500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of January,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **TINA WETRADE**, Respondent.

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

TINA WETRADE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Darin Ryden, representing the applicant

Date of Decision: January 15, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The respondent gave written notice on November 4, 2008 to terminate the monthly tenancy agreement on November 30, 2008. The applicant stated that the respondent vacated the premises on November 14, 2008.

The applicant retained the security deposit (\$1305) and accrued interest (\$144.05) applying it to general cleaning (\$315), carpet cleaning (\$367.50), repainting (\$600) and rent arrears (\$548.66) leaving a balance owing in the amount of \$382.11. The applicant sought an order requiring the respondent to pay \$382.11 and compensation for the loss of the December, 2008 rent in the amount of \$1500.

The applicant completed a statement of the security deposit and deductions in accordance with section 18(3) of the *Residential Tenancies Act*.

The applicant provided photographs of the premises in evidence and stated that the painting costs had been reduced to \$600 based on a five year useful life. The applicant also stated that they were unable to re-rent the premises until January 1, 2009 due to the necessary repairs although they showed the premises to prospective tenants and re-rented them as soon as practicable.

I find the security deposit statement in order except for a minor error in the calculation of the security deposit interest. I find the interest to be \$146.48. I find the cleaning and repair costs to be reasonable. Applying the security deposit and interest first to the cleaning and repairs, I find rent arrears owing to the applicant of \$379.68 calculated as follows:

Security deposit	\$1305.00
Interest	146.48
General cleaning	(315.00)
Carpet cleaning	(367.50)
Painting	(600.00)
Rent arrears	<u>(548.66)</u>
Rent owing applicant	\$379.68

I find that the respondent failed to give adequate notice and that the applicant took reasonable steps to mitigate loss. In my opinion, the applicant is entitled to compensation for the loss of the December, 2008 rent in the amount of \$1500.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$379.68 and compensation for lost rent in the amount of \$1500.

Hal Logsdon
Rental Officer