

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **ARISTA GROBLER AKA ARISTA RIVER**, 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 -

ARISTA GROBLER AKA ARISTA RIVER

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 seven hundred fifty dollars (\$750.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act* the respondent shall pay the applicant repair and cleaning costs in the amount of four hundred thirty seven dollars and forty five cents (\$437.45).
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 six hundred dollars (\$600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of
February, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **ARISTA GROBLER AKA ARISTA RIVER**, 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:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

ARISTA GROBLER AKA ARISTA RIVER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: February 12, 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 or contact the rental officer to make alternate arrangements and the hearing was held in her absence. The respondent did provide a response by Email to the rental officer which was provided to the applicant and considered in evidence.

The tenancy agreement between the parties was terminated on December 29, 2008 when the respondent vacated the premises. The applicant retained the security deposit (\$575) and accrued interest (\$73.80) applying it against cleaning and garbage removal (\$336.25) painting (\$750) and rent arrears (\$750) leaving a balance owing to the applicant in the amount of \$1187.45. The applicant stated that the respondent failed to give any notice to terminate the tenancy agreement and that they were unable to re-rent the premises despite making it available to prospective tenants. The applicant sought an order requiring the respondent to pay the cleaning and repair costs, rent arrears of \$1187.45 and compensation for loss of the January, 2009 rent in the amount of \$600. The premises are subsidized public housing.

The respondent's correspondence, entered in evidence, disputes that there is any rent owing after the application of her security deposit to the rent account but offers no evidence that the full rent was paid for September, October or December, 2008. The applicant set out the rent arrears as follows:

September/08 rent arrears	\$75
October/08 rent arrears	75
December/08 rent arrears	<u>600</u>
Total rent arrears	\$750

The applicant provided photographs and inspection reports and stated that the premises required painting and cleaning. The applicant stated that the painting costs had been prorated to reflect the useful life of the painted surfaces and the last time the surfaces had been painted.

I find the respondent in breach of her obligation to pay rent. I find the respondent in breach of her obligation to repair the premises and to leave them in a reasonable state of cleanliness at the end of the tenancy agreement. I find the repair and cleaning costs to be reasonable.

I find the failure of the respondent to give adequate notice to terminate the tenancy agreement has caused the applicant the loss of the January, 2009 rent and that the applicant took reasonable steps to mitigate that loss.

Applying the security deposit and interest first to repairs and cleaning I find rent arrears of \$750, repair and cleaning costs of \$437.45 and compensation for lost rent of \$600 calculated as follows:

Security deposit	\$575.00
Interest	73.80
Cleaning	(336.25)
Painting	<u>(750.00)</u>
Total repairs/cleaning	\$437.45

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September/08 rent arrears	\$75
October/08 rent arrears	75
December/08 rent arrears	<u>600</u>
Total rent arrears	\$750

Compensation for lost rent (January/08)	\$600.00
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An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$750, repair and cleaning costs of \$437.45 and compensation for lost rent of \$600.

Hal Logsdon
Rental Officer