

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **FRANK LANDRY**, 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 -

FRANK LANDRY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cleaning and repair costs in the amount of nine hundred thirty two dollars and sixteen cents (\$932.16).
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 two hundred fifty four dollars and three cents (\$254.03)

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of March,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **FRANK LANDRY**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

FRANK LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Darin Ryden, representing the applicant

Date of Decision: March 13, 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 his absence.

The tenancy agreement between the parties was made for a one year term to end on July 31, 2009. On November 21, 2008 the respondent gave written notice that he intended to leave the premises on December 21, 2008 and vacated the premises on or about that day.

The applicant retained the security deposit (\$1440) and accrued interest (\$192.09) applying it against general cleaning (\$267.75), carpet cleaning (\$304.50), carpet replacement (\$1320) and painting (\$672) leaving a balance owing the applicant in the amount of \$932.16. The applicant sought an order requiring the respondent to pay that amount.

The applicant also testified that he was unable to re-rent the premises until January 6, 2009 and sought compensation for lost rent in the amount of \$254.03.

The applicant provided invoices and photographs in evidence. The applicant stated that he initially tried to clean the stains from the carpet but found them impossible to remove and replaced the carpeting. The applicant has reduced the replacement cost of the carpet and the painting based on reasonable age and useful life factors. From the evidence, I am satisfied that

the cleaning and repairs were necessary due to the respondent's negligence and find the costs reasonable.

The applicant stated that he had entered into a tenancy agreement to commence on January 1, 2009 but was unable to permit possession due to the carpet replacement. He stated that he permitted occupancy on January 6, 2009 losing 5 days rent. I find that the applicant took reasonable steps to mitigate loss and is entitled to compensation of \$254.03 which represents 5 days rent.

I find the applicant's security deposit statement in order. An order shall issue requiring the respondent to pay the applicant cleaning and repair costs of \$932.16 and compensation for lost rent in the amount of \$254.03. I calculate these amounts as follows:

Security deposit	\$1440.00
Interest	192.09
General cleaning	(267.75)
Carpet replacement	(1320.00)
Carpet cleaning	(304.50)
Painting	<u>(672.00)</u>
Cleaning and repair costs due applicant	\$932.16
Compensation for lost rent (5 days @ \$50.806/day)	\$254.03

Hal Logsdon
Rental Officer