

IN THE MATTER between **GREG DIAMOND**, Applicant, and **LIRIC CONSTRUCTION LTD.**, 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:

**GREG DIAMOND**

Applicant/Tenant

- and -

**LIRIC CONSTRUCTION LTD.**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of June, 2009.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **GREG DIAMOND**, Applicant, and **LIRIC CONSTRUCTION LTD.**, 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:

**GREG DIAMOND**

Applicant/Tenant

-and-

**LIRIC CONSTRUCTION LTD.**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 24, 2009**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Greg Diamond, applicant**  
   **Arie Keppel, representing the respondent**

**Date of Decision:**                              **June 24, 2009**

### **REASONS FOR DECISION**

The tenancy agreement between the parties commenced on March 16, 2009 and was made for a term of one year to expire on March 15, 2010. The monthly rent for the premises was \$1850. At the commencement of the tenancy agreement, the applicant paid one month's rent of \$1850 but did not provide any of the required security deposit.

The parties agreed that the tenancy agreement set out a rent period from the 16<sup>th</sup> day of the month to the 15<sup>th</sup> day of the following month. Although somewhat unusual, I do not find this arrangement to be in contravention of the *Residential Tenancies Act*.

On March 20, 2009 the respondent served a notice of early termination on the applicant for disturbance, seeking vacant possession on March 30, 2009. The applicant vacated the premises on March 30, 2009.

The applicant stated that the respondent had told him that repair costs would be deducted from the rent paid and any balance refunded. The applicant acknowledged that some repairs would have been required but stated that he had not received any statement of those repairs from the respondent.

The respondent provided a statement of the repair costs at the hearing and stated that the repair costs plus his loss of two week's rent while the repairs were being made resulted in a balance

owing to him of \$695. The applicant did not object to the repair costs but did question why the repairs would have resulted in the loss of two weeks rent.

There is no provision in the *Residential Tenancies Act* permitting a rental officer to order the return of any rent paid in advance other than sections 58 and 59, both of which permit the tenant to give early notice of termination. Neither of these sections apply to these circumstances.

Therefore I have no authority to order the partial return of the March rent and must dismiss the application.

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Hal Logsdon  
Rental Officer