

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **JOSE GUARDADO**, 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 -

**JOSE GUARDADO**

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 one thousand eight hundred thirty five dollars and fifty five cents (\$1835.55).
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 seven hundred twelve dollars and fifty cents (\$712.50).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of July,  
2009.

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Hal Logsdon  
Rental Officer

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and **JOSE GUARDADO**, 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-

**JOSE GUARDADO**

Respondent/Tenant

## REASONS FOR DECISION

**Date of the Hearing:** **July 7, 2009**

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

**Appearances at Hearing:**                  Darrin Ryder, representing the applicant  
Jose Guardado, respondent

**Date of Decision:** **July 9, 2009**

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on June 15, 2009. There does not appear to be any notice given by the tenant or mutual agreement to terminate the tenancy agreement, therefore the premises were considered abandoned. The applicant retained the security deposit (\$1305) and accrued interest (\$169.51) and issued an estimated statement of the deductions. Deductions include rent arrears (\$3148.05), estimated repair costs (\$2370) and storage costs (\$50) leaving a balance owing to the applicant of \$4093.54. The applicant sought an order requiring the respondent to pay that amount.

The respondent disputed the amount of rent alleged owing. The respondent stated that he had been charged a monthly rent of \$1500 when, in fact, the monthly rent was \$1425. The applicant stated that prior to the expiry of the former tenancy agreement on October 31, 2008, the respondent was offered another one year term tenancy agreement with an increased rent of \$1425 or, if he let the term tenancy agreement automatically renew on a month-to-month basis, the rent would be increased to \$1500/month. The renewal, provided in evidence by the applicant indicated that the respondent had elected the new term tenancy agreement at the lower rent. The applicant stated that since the respondent was receiving income assistance and the program administrators would not recognize a term tenancy agreement, the higher rent had been applied since November 1, 2008.

In my opinion the tenancy agreement commencing on November 1, 2008 was made for a one-

year term at a monthly rent of \$1425. The renewal document is executed by both landlord and tenant. Whether the income assistance administrators accept the tenancy agreement or not is irrelevant as they are not a party to the agreement. Adjusting the rent accordingly, I find rent arrears of \$1835.55 calculated as follows:

|                                    |                  |
|------------------------------------|------------------|
| Balance as at October 31/08        | (\$2.38)         |
| Rent, November- May @ \$1425/month | 9975.00          |
| Rent, June 1-15                    | 712.50           |
| Amounts paid since October 31/09   | <u>(8849.57)</u> |
| Balance of rent owing applicant    | \$1835.55        |

As the premises were abandoned on June 15, 2009 the applicant is entitled to compensation for lost rent subject to their efforts to mitigate the loss. The applicant stated that they had been unable to re-rent the premises during the remainder of June, 2009. I find the respondent liable for lost rent for June, 2009 in the amount of \$712.50.

The applicant stated that the \$50 storage costs represented the cost to store abandoned personal property. Section 64(6) of the Act permits a landlord to collect reasonable costs for removing and storing abandoned personal property before releasing it to the tenant. If the property is unclaimed, the landlord may seek approval from a rental officer to sell the goods and apply the proceeds to the costs of removal and storage. As there are no provisions contained in the Act to recover these costs by order, the applicant's request for compensation must be denied.

In the matter of the repair and cleaning costs, I note that the sum of these estimated costs (\$2370) exceed the retained security deposit and accrued interest (\$1474.51). I also note that since the

applicant has provided an estimated security deposit statement, they are entitled to hold the security deposit for 30 days after the termination or abandonment of the tenancy agreement. Therefore the applicant has until July 15, 2009 to issue a final security deposit statement and provide it to the respondent. That being the case, it seems reasonable to now issue an order requiring the respondent to pay the applicant the rent arrears of \$1835.55 and compensation for lost rent of \$712.50.

I leave it to the applicant to determine the final costs of repair and cleaning on or before July 15, 2009 and issue a final statement of the security deposit in accordance with section 18(4). If there is any balance owing the applicant after deducting the repair and cleaning costs from the security deposit and interest, the applicant may file another application for relief.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1835.55 and compensation for lost rent of \$712.50.

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Hal Logsdon  
Rental Officer