

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT**, Applicant, and **PATRICIA FORD**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT

Applicant/Landlord

- and -

PATRICIA FORD

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 five hundred seventy seven dollars and forty nine cents (\$577.49).
2. Pursuant to section 62(3) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of four hundred fifty dollars (\$450.00).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT**, Applicant, and **PATRICIA FORD**, 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:

YELLOWKNIFE DAIRIES LTD. O/A YKD PROPERTY MANAGEMENT

Applicant/Landlord

-and-

PATRICIA FORD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lorena Shalala, representing the applicant
Patricia Ford, respondent

Date of Decision: November 29, 2011

REASONS FOR DECISION

Following the termination of this tenancy agreement in September, 2011 the applicant retained the security deposit (\$1350) and accrued interest (\$197.51) applying it against rent arrears (\$2225), carpet cleaning (\$275) and drywall repairs (\$125) leaving a balance owing of \$1077.49. The applicant sought an order requiring the respondent to pay that amount.

The respondent disputed only the rent arrears, stating that she moved out on September 4, 2011 and returned the keys on September 6, 2011. She submitted that the rent for September should be less than the \$1000 she was charged.

The applicant stated that she calculated the September, 2011 rent on the number of days before she re-rented the premises on September 20, 2011. The monthly rent for the premises was \$1500.

Copies of email correspondence were provided in evidence by both parties.

Rent should be charged for the days the tenant is in possession of the premises. The evidence provided by the respondent concerning that date is not consistent. In an email to the landlord sent on the afternoon of September 8, she writes in part, "sorry for the late reply. Have been busy moving and cleaning. I will drop off the keys." In another email the respondent notes that the apartment was empty and clean on September 5. The applicant testified that the keys were

returned on September 10, a date that is consistent with the contents of her application and appears more consistent with the respondent's email of September 8. In my opinion, the evidence suggests that possession of the premises was returned to the landlord on September 10, 2011 when the keys appear to have been returned to the applicant. Therefore the September rent should be \$500 (10 days @ \$50/day). Added to the balance of rent owing as at August 31, 2011 of \$1225 I find rent arrears of \$1725.

The balance of relief sought by the applicant is not rent but compensation for lost rent. The tenancy agreement between the parties had been renewed on a monthly basis and the respondent sent an email to the applicant on August 25, 2011 informing her that she "hoped" to move by the first of September or at the latest by the end of the weekend of September 4. Clearly this is not proper notice and the landlord is entitled to loss of rent subject to her efforts to mitigate loss.

The applicant stated that she had to complete the repairs and cleaning before renting the apartment and was able to achieve both on September 20, 2011. Although the repairs and cleaning were not extensive, they would have been difficult to undertake while a tenant was in possession. Ten days to arrange for carpet cleaning and the repair is not an unreasonable period of time. In my opinion, the applicant took reasonable steps to mitigate loss of rent. I find relief of \$450 to be reasonable (9 days @ \$50/day).

Applying the security deposit and interest first to repair costs, I find rent arrears of \$577.49 calculated as follows:

- 4 -

Rent arrears	\$1725.00
Repair & cleaning	400.00
Security deposit	(1350.00)
Interest	<u>(197.51)</u>
Total rent arrears	\$577.49

An order shall issue requiring the respondent to pay the applicant rent arrears of \$577.49 and compensation for lost rent of \$450.

Hal Logsdon
Rental Officer