

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GLEND CARPENTER, 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 **INUVIK, NT.**

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

GLEND CARPENTER

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 hundred eighty four dollars and seventy cents (\$184.70).
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 six hundred ninety eight dollars and twenty eight cents (\$698.28).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of April,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
GLEND A CARPENTER, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

GLEND A CARPENTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2012

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Bright Lubansa, representing the applicant
Glenna Carpenter, respondent

Date of Decision: April 19, 2012

REASONS FOR DECISION

The applicant alleged that he found the premises abandoned on or about March 15, 2012. The applicant retained the security deposit (\$1350) applying against rent arrears and penalties for late rent (\$4085), general cleaning costs (\$150) wall repairs and painting (\$550) leaving a balance owing of \$3435. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided the tenancy agreement, notices regarding rent arrears, a notice of early termination and a statement of account to February 1, 2012 in evidence. The balance on the statement was \$2716. The applicant testified that the following transactions had occurred to bring the balance owing to \$3435:

Balance at Feb 01/12	\$2716
Late fees - February	19
March rent	1350
General cleaning	150
Wall repair costs	550
Security deposit	<u>(1350)</u>
Balance owing	\$3435

The respondent disputed the allegations. She testified that she verbally notified the applicant on or about January 18, 2012 that she would have to move and provided a written notice the following month that she had moved in January, 2012. The notice was not available at the hearing. She objected to the application of the March, 2012 rent. She stated that she vacated the premises on or about January 25, 2012 but did not return the keys until about February 15, 2012. The applicant acknowledged receiving both notices although he did not recall when they were to

be effective. He stated that he did not receive the keys.

The respondent disputed the repair costs stating that there was no damage to the premises. She acknowledged that the premises required cleaning. There was no evidence that a check-out inspection was completed. The respondent stated that she did not receive a copy of any check-out inspection report. Other than the applicant's testimony that the walls were damaged, which was disputed by the respondent, there was no evidence supporting the allegation of damage or the cost of repair.

A tenancy agreement ends on the date a tenant abandons the premises. The respondent did not have a clear recollection of the actual date she moved out but it would appear that she moved out before the end of January, 2012. It appears that she gave the landlord a verbal indication in January, 2012 that she would be moving but it is not clear if she indicated a specific date. It seems likely from the testimony of both parties that the landlord became aware or should have become aware in mid-February, 2012 that the respondent had moved out. Her written notice in mid- February, 2012 should have resulted in the landlord taking possession of the abandoned apartment and the commencement of efforts to re-rent the premises. However, there is no evidence of any efforts taken by the applicant to mitigate the loss of rent.

In my opinion and on the balance of probabilities, the respondent abandoned the premises before the end of January, 2012. Therefore she is liable to pay rent arrears to January 31, 2012 which I find to be \$1366 as per the applicant's statement. The respondent did not dispute this amount.

I find that the respondent is liable for compensation for lost rent for the period February 1-15 in the amount of \$698.28. In my opinion, the applicant was unaware during this period that the premises had been abandoned and had no compelling evidence to suspect that the tenant had given up possession. The applicant's request for compensation for the loss of the remainder of the February, 2012 rent and the March, 2012 rent is denied. The applicant was made aware in mid-February that the respondent was no longer in possession yet there was no evidence provided at the hearing that indicated that the applicant took reasonable steps to mitigate the loss of the remainder of the February rent or the March rent or even took possession of the apartment until on or about March 15, 2012.

Applying the retained security deposit first to cleaning costs I find rent arrears of \$184.70 calculated as follows:

Rent arrears to January 31/12	\$1366.00
Late fees	19.00
Cleaning	150.00
Security deposit	(1350.00)
Interest on deposit	<u>(0.30)</u>
Rent owing applicant	\$184.70

An order shall issue requiring the respondent to pay the applicant rent arrears of \$184.70 and compensation for lost rent of \$698.28.

Hal Logsdon
Rental Officer