

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**RUSSELL HAMILTON**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**RUSSELL HAMILTON**

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 two thousand four hundred eighty eight dollars and ninety seven cents (\$2488.97).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of  
September, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**RUSSELL HAMILTON**, 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-

**RUSSELL HAMILTON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 6, 2014

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

**Appearances at Hearing:** Aya Burshan, representing the applicant

**Date of Decision:** September 24, 2014

### **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 commenced on February 27, 2014 and was made for a term to end on January 31, 2015. The application was filed on June 19, 2014 and alleged that the respondent had abandoned the premises and had failed to pay the full amount of rent. The applicant sought an order for rent arrears net of the retained security deposit.

The applicant retained the security deposit (\$1315.01) and accrued interest (\$1.18) applying it against rent arrears and penalties for late rent (\$4412.66), general cleaning (\$320), removing garbage (\$225), lock changes (\$52.50), storage of abandoned property (\$300) and replacement of laundry and parking cards (\$50) resulting in a balance alleged owing of \$4043.97. The applicant provided a statement of account which indicated that balance as owing.

The balance indicated on the statement includes rent of \$1250 for the month of July, 2014 and applies a late rent penalty of \$5 for the month. However, it is clear from the application that the tenant abandoned the premises before July 1, 2014. Therefore the tenancy agreement was terminated by abandonment in June and no rent would have come due for July. The applicant has not applied for compensation for lost rent. Therefore I find the rent arrears to be \$3157.66.

The applicant has also charged \$300 for the storage of abandoned personal property. Sections 64-65 of the *Residential Tenancies Act* set out provisions whereby landlords may recoup costs associated with the removal and storage of abandoned personal property after filing an inventory with a rental officer. There is no compensation remedy contained in the Act that pertains to this cost. I note that the applicant has failed to file an inventory of these goods and is therefore not authorized to sell or dispose of them.

Applying the retained security deposit and accrued interest first to repair and cleaning costs, I find rent arrears of \$2488.97 calculated as follows:

Security deposit	(1315.01)
Interest	(1.18)
Rent arrears	3157.66
Cleaning	320.00
Garbage removal	225.00
Lock change	52.50
Cards not returned	<u>50.00</u>
Total	\$2488.97

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2488.97.

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Hal Logsdon  
Rental Officer