

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ERIK TALL**, 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 -

**ERIK TALL**

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 nine hundred seventy dollars and eighty six cents (\$970.86).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of February, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ERIK TALL**, 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-

**ERIK TALL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 7, 2015

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

**Appearances at Hearing:** Metslal Mesgun, representing the applicant

**Date of Decision:** February 4, 2015

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by email which was confirmed delivered. The respondent contacted the rental officer stating that he was unable to appear at the hearing as he was no longer in the Northwest Territories. He was offered an opportunity to appear at the hearing by telephone. The respondent failed to appear at the hearing or make arrangements to appear by telephone and the hearing was held in his absence.

The tenancy agreement between the parties was made for a one year term commencing on August 1, 2014. The applicant stated that the tenancy agreement was terminated on November 14, 2014 when the respondent abandoned the rental premises. The applicant retained the security deposit (\$835) and accrued interest (\$0.08) applying it to rent arrears (\$3500.94) and unpaid electrical charges (\$69.29) resulting in a balance owing to the landlord of \$2735.15. The applicant sought an order for that amount.

Contrary to the testimony of the applicant, the move out date indicated on the move out statement is September 15, 2014. The electrical invoice, also provided in evidence by the applicant, suggests that the electrical account was closed by the respondent on September 15, 2014. The electrical consumption between September 15 and October 9, 2014 was a mere 4.8 KWH which suggests that the apartment was vacant during that period. On the balance of probabilities I find that the premises were abandoned on September 15, 2014.

That being the case the rent arrears would be \$1805.94 calculated as follows:

Rent arrears as per statement	\$3500.94
Less October/14 rent	(1670.00)
Less pet fee for October/15	<u>(25.00)</u>
Total	\$1805.94

Applying the security deposit and interest to the rent arrears, I find a balance of rent owing to the applicant of \$970.86.

Rent arrears	1805.94
Security deposit	(835.00)
Interest on deposit	<u>(0.08)</u>
Rent arrears owing applicant	\$970.86

Arrears of rent is rent that has come due and has not been paid. The September, 2014 rent was due on September 1, 2015. Therefore the full amount of the September rent is included in the rent arrears. However the October, 2015 rent did not come due because the tenancy agreement was terminated by abandonment on September 15, 2015. The applicant's claim for an additional \$1695 is compensation for lost October rent, not arrears of rent. The applicant did not provide any evidence regarding when the premises were re-rented or what efforts were made to mitigate the loss of the October rent. Therefore, compensation for the loss of the October, 2014 rent is denied.

The charges for electricity accrued after the respondent abandoned the premises and the applicant took possession. The tenancy agreement obligates the tenant to pay for electricity during the tenancy. When the tenancy is terminated the obligation ceases. The applicant's request for the

electrical charges is therefore denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$970.86. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$970.86.

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Hal Logsdon  
Rental Officer