

IN THE MATTER between **MYRA BERRUB**, Applicant, and **JORDAN CARRIE AND EMILIE CARRIE**, Respondents;

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

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

BETWEEN:

MYRA BERRUB

Applicant/Landlord

- and -

JORDAN CARRIE AND EMILIE CARRIE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand eight hundred forty nine dollars and ninety five cents (\$2849.95).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for lost rent in the amount of three thousand six hundred dollars (\$3600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **MYRA BERRUB**, Applicant, and **JORDAN CARRIE AND EMILIE CARRIE**, Respondents.

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:

MYRA BERRUB

Applicant/Landlord

-and-

JORDAN CARRIE AND EMILIE CARRIE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 14, 2016

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Myra Berrub, applicant
Braam Berrub, witness for the applicant

Date of Decision: January 14, 2016

REASONS FOR DECISION

The application was filed by Myra Berrub and Braam Berrub as landlords but the written tenancy agreement between the parties indicates that Myra Berrub is the landlord and Jordan Carrie and Emilie Carrie were joint tenants. This order reflects the style of the tenancy agreement.

The respondents were served with Notices of Attendance sent by email. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties commenced on September 15, 2014 and was made for a term to end on December 15, 2015. The tenancy agreement set out a monthly rent of \$1200, inclusive of heat and water. The respondents were responsible for electricity. A security deposit of \$1200 was required but the applicant testified that only \$300 was paid on September 13, 2014. The applicant has continued to hold the security deposit.

The applicant testified that the respondents abandoned the rental premises on or about March 31, 2015. The applicant alleged that the full amount of the rent had not been paid and the following rents, totalling \$3000 were outstanding:

January, 2015	\$600
February, 2015	1200
March, 2015	<u>1200</u>
Total rent arrears	\$3000

Rent receipts, including a receipt for the \$300 security deposit were provided in evidence.

The applicant testified that despite reasonable efforts to re-rent the premises, they could not be rented until July 1, 2015 causing the loss of three months rent (\$3600). The applicant testified that they had started to advertise the premises for rent before the respondents abandoned the premises as they the tenants had indicated in January, 2014 that they intended to leave in March. The applicant stated that the premises had been advertised on the community real estate face book page and that the premises were shown to prospective tenants who replied to the advertisement.

The applicant also testified that the premises required cleaning and the locks had to be changed as the respondents failed to return the keys.

The applicant also sought compensation for electricity consumed by the automobile plug-in during the winter. The applicant stated that although the premises, a rental suite contained in a house, had its own electrical system on a separate service, the outside vehicle plug was part of the main house circuit. The applicant stated that the tenant, a volunteer fire fighter, was required to keep his vehicle plugged in during the winter to enable him to respond quickly to any fire. The applicant testified that the respondents had agreed to provide the landlord with a seasonal payment of \$120 to compensate the landlord for this consumption which corresponded to an allowance that the tenant received from the fire department for electricity consumed by his vehicle. There was no mention of this obligation in the written tenancy agreement.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

\$3000. I find that the respondents abandoned the premises and that the applicant lost rent that would have come due in the amount of \$3600. I find the applicants efforts to mitigate that loss to be reasonable. I find the cleaning and lock expenses to be reasonable.

The costs claimed for the electricity costs related to the vehicle plug-in are denied. As this amount was payable to the landlord, it represents rent and must be included in the written tenancy agreement.

Taking into consideration the retained security deposit and accrued interest and applying that first to the cleaning and lock charges, I find rent arrears owing to the applicant of \$2849.95 calculated as follows:

Security deposit	(\$300.00)
Interest	(0.05)
Cleaning	100.00
Keys	50.00
Rent arrears	<u>3000.00</u>
Rent arrears owing applicant	\$2849.95

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2849.95 and compensation for lost rent in the amount of \$3600.

Hal Logsdon
Rental Officer