

IN THE MATTER between **P.R. CONTRACTING LTD.**, Applicant, and **ALLYN ROHATYN**, 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, regarding the rental premises at **FORT SIMPSON, NT.**

BETWEEN:

**P.R. CONTRACTING LTD.**

Applicant/Landlord

- and -

**ALLYN ROHATYN**

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 three thousand two hundred forty three dollars and twenty one cents (\$3243.21).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of February, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **P.R. CONTRACTING LTD.**, Applicant, and **ALLYN ROHATYN**, 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:

**P.R. CONTRACTING LTD.**

Applicant/Landlord

-and-

**ALLYN ROHATYN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 20, 2003

**Place of the Hearing:** Fort Simpson, NT

**Appearances at Hearing:** Pat Rowe, representing the applicant

**Date of Decision:** February 25, 2003

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail, mailed on February 10, 2003, but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for utilities. The applicant provided a statement which indicated a balance of rent and utility costs in the amount of \$3615.79 and sought an order requiring the respondent to pay that amount.

The applicant stated that the tenancy agreement between the parties was terminated on January 17, 2003 when the respondent vacated the premises without giving notice. The applicant indicated that the rent for the premises was \$825/month and that the tenant was required to pay for all utilities. The applicant stated that the respondent was supposed to transfer the utility accounts to his name on the commencement of the tenancy but failed to do so. Consequently the applicant continued to pay for the utilities and charged the cost to the tenant as rent. The applicant provided copies of notices sent to the respondent demanding rent and transfer of the utility accounts. The tenancy agreement was oral.

The applicant indicated that he had shown the premises to other parties since the respondent vacated the premises but had not advertised the premises for rent. The *Residential Tenancies Act*

requires a landlord to mitigate the loss of future rent when a tenant vacates rental premises without sufficient notice or abandons premises. In my opinion, the applicant failed to take reasonable steps to mitigate his loss of the remainder of January rent and damages are not reasonable. I find the rent for the month of January to be \$452.42. I find the remainder of the ledger in order. Since the utilities were charged as rent, I find the total rent arrears to be \$3243.21. An order shall be issued requiring the respondent to pay the applicant that amount.

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Hal Logsdon  
Rental Officer