

IN THE MATTER between **RON DICKSON AND KAREN DICKSON**, Applicants,  
and **KERRY SMITH AND MIKE BRIDGES**, 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,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**RON DICKSON AND KAREN DICKSON**

Applicants/Landlords

- and -

**KERRY SMITH AND MIKE BRIDGES**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicants compensation for lost rent in the amount of six hundred dollars (\$600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of  
December, 2003.

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Hal Logsdon  
Rental Officer

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-and-

**KERRY SMITH AND MIKE BRIDGES**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** December 9, 2003

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

**Appearances at Hearing:** Ron Dickson, applicant  
Karen Dickson, applicant  
Mike Bridges, respondent  
Kerry Smith, respondent

**Date of Decision:** December 15, 2003

**REASONS FOR DECISION**

The applicants alleged that the respondents had vacated the premises without notice on October 31, 2003 causing them to lose part of the rent which would have been paid had the tenancy continued. The applicants also stated that the respondents had agreed to undertake certain repairs of the premises for \$1200. The payment would be made by waiving the rent for September, 2003. The applicants alleged that the respondents had vacated the premises without completing the repairs. The applicants sought an order requiring the respondents to pay compensation for lost rent and failure to complete the repairs to the premises.

The applicants stated that the rent for the premises was \$1200/month. They testified that they decided to rent the premises as rooms after the respondents vacated at \$600/month for each room. The applicants stated that they advertised the rooms for rent immediately after the respondents vacated and rented to the first persons who were willing to enter into a tenancy agreement. They testified that they rented the first room on November 15, 2003 and the second room on December 1, 2003. The applicants stated that they were able to rent the rooms in the condition they were left by the respondents. The applicants sought compensation for lost rent in the amount of \$900.

The applicants also sought compensation of \$600 for the respondents' failure to complete the agreed upon repairs.

The respondents disputed that the agreement to repair was as stated by the applicants. They argued that the agreement was not made for a fixed price and that the value of the work to be done was in excess of one month's rent. The respondents stated that they had numerous disagreements with the landlord and, as a result, vacated the premises without giving notice.

Repairs to these premises was the landlord's obligation pursuant to section 30 of the *Residential Tenancies Act*. The tenancy agreement did not obligate the tenant to repair. The agreement between the parties for the repairs was, in my opinion, separate from the tenancy agreement. The landlord contracted with the tenant to undertake certain repairs for a fee. Their dispute in this matter is not within the jurisdiction of a rental officer as it does not deal with the tenancy agreement. The applicant's request for an order for compensation for failure to complete the repairs is therefore denied.

Section 62(2) permits a rental officer to order compensation for lost rent subject to the landlord's reasonable efforts to mitigate loss. The tenancy agreement between the parties ran month-to-month. The respondents left without notice and the applicants advertised and showed the premises to prospective tenants as soon as they were able. They were unable to collect the full amount of the rent that the respondents would have paid in November, 2003. In my opinion, one of the factors which may have prevented renting the premises more quickly was the condition of the premises. Had all the repairs been completed, both rooms may have been rented sooner. The maintenance of the premises, as stated previously, was the responsibility of the applicants. In my opinion, the landlord is entitled to compensation for lost rent but reasonable compensation is 50%

of the November rent or \$600.

An order shall issue requiring the respondents to pay compensation for lost rent to the applicant in the amount of \$600.

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Hal Logsdon  
Rental Officer