

IN THE MATTER between **WAYNE GUY AND CONSTANTINA TSETSOS**,
Applicants, and **SHELDON MILLER AND WENDY ELIAS**, 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:

WAYNE GUY AND CONSTANTINA TSETSOS

Applicants/Landlords

- and -

SHELDON MILLER AND WENDY ELIAS

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 one thousand five hundred seventy five dollars (\$1575.00).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of March,
2004.

Hal Logsdon
Rental Officer

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-and-

SHELDON MILLER AND WENDY ELIAS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 2, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Constantina Tsetsos, applicant
Sheldon Miller, respondent

Date of Decision: March 2, 2004

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term commencing November 1, 2003 and ending on October 31, 2004. The tenancy was terminated on December 31, 2003 when the respondents vacated the premises. The respondents notified the landlords on December 4, 2003 of their intention to vacate.

The applicant seeks compensation for lost rent which would have come due in January, 2003 had the tenancy continued. The monthly rent was \$1650. The applicant testified that they had been running a classified ad in the newspaper since October 24, 2003 for a similar unit in the same area and that when prospective tenants responded to the ad they showed both units. The applicant stated that the ad described both units accurately and that the respondents' former unit was rented first on February 1, 2004. The applicant stated that the premises were rented for the same rent that the respondents had been paying.

The respondent did not feel that the ad fairly represented his former premises as it stated an occupancy date of December 1, which was before he vacated.

The respondent also objected to a charge of \$75 for excess water stating that two premises in the complex were served by a single water tank and any excess could not be attributed to his family. The applicant stated that based on the previous consumption patterns she felt the excess water was used by the respondents.

In my opinion, the landlord took reasonable steps to mitigate the loss of rent caused by the respondents lack of proper notice. The ad reasonably described the premises and, regardless of the occupancy date, was effective. The landlords' loss was one month's rent in the amount of \$1650. In the matter of the water, I agree with the tenant. Without separate tanks or metres, the landlord has no way of attributing excess water consumption to either tenant. The \$75 previously charged shall be deducted from the compensation.

I find the respondent entitled to compensation for lost rent in the amount of \$1575. An order shall issue requiring the respondents to pay the applicants that amount.

Hal Logsdon
Rental Officer