

IN THE MATTER between **CANADIAN EX. AURORA TOURS CORPORATION**,
Applicant, and **CORRINA RYAN**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

CANADIAN EX. AURORA TOURS CORPORATION

Applicant/Landlord

- and -

CORRINA RYAN

Respondent/Tenant

AMENDED 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 eight hundred eighteen dollars and eighty nine cents (\$818.89).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of one thousand two dollars and seventy four cents (\$1002.74).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of April,
2004.

Hal Logsdon
Rental Officer

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-and-

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 2, 2004
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Seiji Suzuki, representing the applicant
<u>Date of Decision:</u>	March 5, 2004

REASONS FOR DECISION

The application was filed against Corrina Ryan and Chris Ryan as respondents. The applicant later advised the rental officer that Chris Ryan was not a tenant and asked that the style of cause be amended to show only Corrina Ryan as the respondent. Accordingly, only Corrina Ryan was served with a Notice of Attendance on February 24, 2004. The style of cause of the order shall be amended. The respondent failed to appear at the hearing and the hearing was held in her absence.

The application was filed six months and a day after the tenancy was terminated. As the applicant has demonstrated that he has taken positive steps to resolve this issue I do not think it is unfair to extend the time period for application and determine the matter.

The applicant alleged that the respondent vacated the premises on August 5, 2003 without giving written notice. On vacating the premises, the July and August rent was outstanding. The applicant also stated that a cheque has been returned and claimed NSF expenses of \$25. The applicant holds a security deposit of \$600.

The tenancy agreement was made for a term from May 23, 2003 to September 30, 2003. The applicant stated that he used the premises for staff in the fall and winter and could not reasonably rent the premises for less than two months after the respondent vacated. The applicant is not seeking compensation for September, 2003 although the agreement ran to the end of that month.

I find the respondent breached her obligation to pay rent and failed to give notice to terminate the tenancy agreement causing the respondent to lose rent. In my opinion, it was not reasonable for the applicant to seek a new tenant for such a short term and the respondent is responsible for the full amount of the August rent. I find the rent arrears, including the NSF charges to be \$1422.26 and compensation for the remainder of the August rent to be \$1002.74. Taking into consideration the security deposit and accrued interest, an order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$818.89 and compensation for lost rent in the amount of \$1821.63 calculated as follows:

Security deposit	\$600.00
Interest	3.37
Rent July	(1200.00)
Rent (August 1-5)	(197.26)
NSF charges	<u>(25.00)</u>
Balance of rent owing	\$818.89
Plus compensation for lost rent	<u>\$1002.74</u>
Total	\$1821.63

Hal Logsdon
Rental Officer