

IN THE MATTER between **CONSTANTINA TSETSOS AND R. WAYNE GUY**,  
Applicants, and **BRIAN MARTIN AND SARAH JOHNSON**, 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:

**CONSTANTINA TSETSOS AND R. WAYNE GUY**

Applicants/Landlords

- and -

**BRIAN MARTIN AND SARAH JOHNSON**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants rent arrears in the amount of twenty six dollars and six cents (\$26.06).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicants costs of cleaning the premises in the amount of eighty dollars (\$80.00).
3. 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 three hundred fifty dollars (\$1350.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of August,  
2004.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **CONSTANTINA TSETSOS AND R. WAYNE GUY**,  
Applicants, and **BRIAN MARTIN AND SARAH JOHNSON**, 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:

**CONSTANTINA TSETSOS AND R. WAYNE GUY**

Applicants/Landlords

-and-

**BRIAN MARTIN AND SARAH JOHNSON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing: June 8, 2004 continued August 10, 2004**

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

**Appearances at Hearing: Constantina Tsetsos, applicant**

**Date of Decision: August 10, 2004**

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on May 28, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The tenancy agreement was terminated on May 31, 2004 when the respondents vacated the rental premises. The respondents gave written notice of their intention to vacate on April 28, 2004. The tenancy agreement between the parties was in writing and was made for a term commencing on August 15, 2003 and terminating on August 31, 2004.

The respondents had paid only \$400 of the required security deposit. At the termination of the tenancy agreement the applicant retained the security deposit and accrued interest, applying it against rent arrears and cleaning charges, resulting in a balance owing the landlord of \$106.06.

The applicant sought an order requiring the respondents to pay the rent arrears and cleaning charges and damages for lost rent.

On the date of the hearing, the applicant indicated that the premises were advertised for rent and being shown to prospective tenants but had not yet been rented. As compensation for lost rent is a claim for damages and not a penalty, the hearing was adjourned until premises were re-rented to enable the applicants to identify their actual loss.

The respondents' notice was not sufficient to terminate the tenancy agreement. Pursuant to section 51(1) of the *Residential Tenancies Act*, a term tenancy agreement may only be terminated by the tenant's notice on the termination date.

**51. (1) Where a tenancy agreement specifies a date for the termination of the tenancy agreement, the tenant may terminate the tenancy on the date specified in the agreement by giving the landlord a notice of termination not later than 30 days before the termination date.**

As the tenancy agreement was not terminated in accordance with the Act and the tenants vacated, the tenancy agreement is considered terminated by reason of abandonment. The tenants remain liable for rent that would have come due if the tenancy agreement continued, subject to the landlord's efforts to mitigate loss.

At the continuation of the hearing, the applicant testified that the premises had been re-rented on June 25, 2004 and rent of \$250 had been charged to the new tenants for the remainder of June, 2004. The premises were re-rented for \$1500/month which was \$100 less than the respondents were charged. The applicant sought compensation in the amount of \$1350, the difference between the actual rent received for June (\$250) and what the respondents would have paid (\$1600).

I find the statement of the security deposit in order and find rent arrears in the amount of \$26.06. I find the cleaning costs of \$80 reasonable. In my opinion, the applicant took reasonable steps to re-rent the premises as soon as practical and is entitled to compensation for lost rent in the amount of \$1350. An order shall issue requiring the respondents to pay rent arrears, cleaning

costs and compensation for lost rent to the applicants in the total amount of \$1456.06.

---

Hal Logsdon  
Rental Officer