

IN THE MATTER between **CECILE BONNETROUGE-DENEYOUA**, Tenant, and  
**DEBBIE PLUMADORE**, Landlord;

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 **HAY RIVER, NT**.

BETWEEN:

**CECILE BONNETROUGE-DENEYOUA**

Tenant

- and -

**DEBBIE PLUMADORE**

Landlord

**AMENDED ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the tenant shall pay compensation to the landlord for loss of future rent in the amount of ninety five dollars and ninety six cents (\$95.96).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of  
October, 2004.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

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BETWEEN:

**CECILE BONNETROUGE-DENEYOUA**

Tenant

-and-

**DEBBIE PLUMADORE**

Landlord

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 1, 2004</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, NY via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Cecile Bonnetrouge-Deneyoua, tenant Debbie Plumadore, Landlord</b>
<b><u>Date of Decision:</u></b>	<b>October 13, 2004</b>

**REASONS FOR DECISION**

The tenant's application was filed on June 9, 2004 and the landlord's application was filed on June 14, 2004. Both applications relate to the same tenancy agreement and rental premises. With the consent of both parties, both matters were heard at a common hearing. The tenant's name appears differently on the applications. The tenant indicated that her name was Cecile Bonnetrouge-Deneyoua. The order shall be made in that name.

The tenancy agreement between the parties was terminated when the tenant vacated the premises on April 19, 2004. The landlord retained the security deposit and accrued interest. The landlord alleged that the tenant had failed to pay the full amount of rent owing and failed to give adequate notice. The landlord sought an order requiring the tenant to pay alleged rent arrears and rent in lieu of notice in the amount of \$2845. The landlord provided a statement of the account which took into consideration the retained security deposit of \$900 and indicated a balance owing the landlord of \$2845.

The tenant stated that she had given verbal notice to terminate the tenancy agreement on or about March 15, 2004 and vacated the premises on April 19, 2004. The tenant provided a written notice dated April 19, 2004 in evidence which gave notice for an unspecified date. The landlord testified that she re-rented the premises on May 1, 2004.

The statement of rent includes a number of penalties for late rent which are clearly in excess of

the interest rates for late rent prescribed by the *Residential Tenancies Act*. In total, penalties of \$1045 have been applied to the account. The landlord's request for payment of the penalties is therefore denied.

The statement does not include any interest on the security deposit. I find the interest due to be \$204.04.

The parties agreed that the tenancy agreement was intended to be a periodic agreement which ran from month-to-month. The notice given by the tenant was not sufficient. The tenant was obligated to give notice in writing at least 60 days before the date of termination which had to be the last day of a rent period. The fact that the tenant failed to give adequate notice does not entitle the landlord to a penalty for lost rent. The tenant remains liable for lost rent, subject to the landlord's reasonable efforts to mitigate loss. In this case the landlord lost only the remainder of the April, 2004 rent and the tenant's liability is limited to that loss.

Starting with the March 31, 2004 balance indicated on the landlord's statement and taking into consideration the retained security deposit and accrued interest, I find a balance owing to the landlord in the amount of \$95.96 calculated as follows:

Balance at March 31, 2004	\$1200.00
April rent and compensation for lost rent	750.00
less penalties (to March 31/04)	(750.00)
less deposit and interest	<u>(1104.04)</u>
<b>Amount due landlord</b>	<b>\$95.96</b>

An order shall issue requiring the tenant to compensate the landlord for loss of future rent in the amount of \$95.96.

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Hal Logsdon  
Rental Officer