

IN THE MATTER between **ARCTIC APPLIANCE SERVICE LTD.**, Applicant, and
CHRIS POTYOK, 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:

ARCTIC APPLIANCE SERVICE LTD.

Applicant/Landlord

- and -

CHRIS POTYOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 seven hundred fifty dollars (\$1750.00).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
November, 2004.

Hal Logsdon
Rental Officer

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ARCTIC APPLIANCE SERVICE LTD.

Applicant/Landlord

-and-

CHRIS POTYOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Steve Chung, representing the applicant
Chris Potyok, respondent

Date of Decision: November 23, 2004

REASONS FOR DECISION

The applicant and respondent entered into a written tenancy agreement which was to commence on September 1, 2004. The respondent failed to take occupancy and the landlord retained the security deposit as compensation for lost rent. On the application of the tenant, an order was issued requiring the landlord to return the retained deposit. The deposit was returned.

The applicant testified that despite advertising the premises and showing them to prospective tenants, he was unable to re-rent the premises until October 1, 2004. The applicant sought compensation for one month's rent, advertising costs and costs of electricity in the total amount of \$1994.08.

The parties agreed that the tenancy agreement would have required the tenant to pay utility costs, including electricity, to the utility suppliers. The premises were re-rented at a higher monthly rent than was charged to the respondent. The applicant stated that the rent included all utilities and he considered it equivalent to that which was to be charged to the respondent.

I find that the applicant took reasonable steps to mitigate loss and that the actual loss of rent was \$1750. The electrical costs are not considered rent nor are the advertising costs. Section 62 of the *Residential Tenancies Act* clearly limits the liability of the tenant to loss of future rent, not other expenses. Relief for these costs is therefore denied.

An order shall issue requiring the respondent to pay the applicant compensation for loss of future rent in the amount of \$1750.

Hal Logsdon
Rental Officer