

IN THE MATTER between **TYLER TAILBY**, Applicant, and **EDITH MACK**, 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:

**TYLER TAILBY**

Applicant/Landlord

- and -

**EDITH MACK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for loss of rent in the amount of one thousand one hundred dollars (\$1100.00).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of February, 2005.

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Hal Logsdon  
Rental Officer



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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**TYLER TAILBY**

Applicant/Landlord

-and-

**EDITH MACK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2005

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

**Appearances at Hearing:** William Chidowe, representing the applicant  
Edith Mack, respondent

**Date of Decision:** February 26, 2005

**REASONS FOR DECISION**

The parties entered into a written tenancy agreement on October 23, 2004 to run on a month-to-month basis. The rent for the premises was \$1100/month and the respondent was obligated to pay for utilities.

The applicant testified that a conditional offer to purchase the premises was received in November, 2004 and the tenant was verbally notified. No application to terminate the tenancy agreement was made by the landlord. The applicant testified that they had told the tenant if the conditions to the offer were met, the tenant would have three months to vacate.

The respondent vacated the premises on November 30, 2004 without written notice.

The respondent testified that they advertised the premises for rent and showed it to prospective tenants but was unable to re-rent the premises until January 1, 2005. The respondent sought compensation for the December, 2004 rent in the amount of \$1100.00 and utility costs for that month.

Since no application to a rental officer was made by the landlord pursuant to section 58 of the *Residential Tenancies Act*, the respondent was obligated to give notice in accordance with section 52 of the Act which requires a 30 day notice made in writing. No such notice was given by the tenant.

I find the landlord took reasonable steps to mitigate the loss of rent in December, 2005 and find the respondent liable to compensate the landlord for the loss of that rent. The applicant's request for compensation for utilities for December, 2004 is denied. Section 62 of the Act provides only for compensation for lost rent. Since the utilities were paid directly to the suppliers and not to the landlord, they are not considered rent.

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$1100.00.

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Hal Logsdon  
Rental Officer