

IN THE MATTER between **MICHAEL MORSE**, Applicant, and **JASMINE RATTIGAN**, 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:

**MICHAEL MORSE**

Applicant/Landlord

- and -

**JASMINE RATTIGAN**

Respondent/Tenant

**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 one hundred eighteen dollars and thirty six cents (\$118.36).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for telephone charges which were paid on her behalf in the amount of twenty five dollars and twenty five cents (\$25.25).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March, 2005.

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Hal Logsdon  
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

**MICHAEL MORSE**

Applicant/Landlord

-and-

**JASMINE RATTIGAN**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 21, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Janet Pennington, representing the applicant Jasmine Rattigan, respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 21, 2005</b>

**REASONS FOR DECISION**

The tenancy agreement was terminated in early February, 2005 when the respondent vacated the premises. The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of rent and by failing to pay for telephone charges. The applicant sought an order requiring the respondent to pay the alleged rent arrears in the amount of \$600 and telephone charges in the amount of \$52.56.

The respondent disputed the amounts claimed for rent arrears and for the telephone charges but conceded some liability for both items.

The parties agreed that notice had been given by the respondent and accepted by the landlord to terminate the tenancy agreement on January 31, 2005. The respondent testified that during the month of January, 2005, she asked the landlord if she would be able to stay until February 28, 2005 and he agreed. She provided a cheque for \$613.75 representing the February rent (\$600) and payment for some telephone charges. The respondent testified that after an argument between them, the landlord "rescinded" his agreement to extend the tenancy and requested that she vacate.

The respondent stopped payment on the \$613.75 cheque. She testified that she removed all of her possessions, vacated and left the key with a note to the landlord on February 6, 2005. The

applicant claimed the premises were abandoned on or about February 10, 2005.

The respondent claimed that the landlord already had the premises re-rented prior to her departure. She stated that an arrangement had been made at the commencement of her tenancy whereby she paid only a portion of the rent and suggested it would be an appropriate model on which to base her liability for the February rent. The applicant's representative acknowledged that she believed the premises were re-rented in February but was unsure of the date. It appears that the tenant who is now renting the room was, in fact, ready to rent the premises upon the departure of the applicant.

In my opinion, the tenant is not liable for rent that would have come due after her departure, as the landlord appears to have successfully mitigated any loss, or should have been able to do so. There is no evidence to suggest that the respondent did not enjoy exclusive possession of the room until the date she vacated. In my opinion, the evidence suggests February 6, 2005 as the date the respondent vacated and I find her liability for rent, prorated for 6 days, to be \$118.38.

In the matter of the phone expenses, I do not find evidence to support the compensation of \$52.56 requested by the applicant. The two invoices presented total only \$36.91. The respondent testified that the cheque for \$613.75 included payment for the first invoice submitted, adjusted for an amount owed to her by the landlord. The second invoice, however could not have been considered as it is dated after the respondent's cheques was issued.

I find the respondent's liability for phone calls to be \$25.25 calculated as follows:

Replacement of phone portion of NSF cheque	\$13.75
Charges on February 17/05 invoice	<u>11.50</u>
Total	\$25.25

An order shall issue requiring the respondent to pay the applicant rent arrears and phone charges totalling \$143.61.

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Hal Logsdon  
Rental Officer