

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,
Applicant, and **ROD HARRISON**, 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:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

- and -

ROD HARRISON

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 dollars (\$1000.00).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of August,
2005.

Hal Logsdon
Rental Officer

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BETWEEN:

N.W.T. COMMUNITY SERVICES CORPORATION

Applicant/Landlord

-and-

ROD HARRISON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 2, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gail Leonardis, representing the applicant

Date of Decision: August 2, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The Notice was refused and returned to the rental officer. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant testified that the respondent vacated the rental premises on June 30, 2005 without giving proper notice. The applicant testified that the premises were left in an unclean state and provided photographs of the premises in evidence. The applicant retained the security deposit and accrued interest of \$247.06 and applied it against the cleaning costs, issuing a statement of the deposit which was entered in evidence. The applicant stated that due to the cleaning requirements they were not able to show the premises immediately and were not able to re-rent the premises in July, 2005.

The applicant stated that a new rent scale had recently been implemented and the respondent's rent increase was being phased in. The final increase was to take effect on July 1, 2005 when the rent would increase to \$1000/month. The applicant provided a notice to the respondent which outlined the phased increases and the July rent.

The month-to-month tenancy agreement between the parties commenced on August 27, 2003. Although not operated by an agency of the NWT Housing Corporation, the residential complex was constructed with assistance under the National Housing Act and charges reduced rents based

on income. In my opinion, they meet the definition of Subsidized Public Housing and are therefore exempt from the rent increase provisions contained in section 47 of the *Residential Tenancies Act*. Therefore the tenant may not take a notice of rent increase as notice of termination and is obliged to give proper notice pursuant to section 52. I find no evidence of any notice given by the tenant.

Given the condition of the premises as evidenced by the photographs, it is clear that the applicant could not have rented it immediately after the respondent gave up possession. I find that the landlord took reasonable steps to mitigate loss and is entitled to the rent which the respondent would have paid in July, 2005 as compensation. I find that amount to be \$1000.

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$1000.

Hal Logsdon
Rental Officer