

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **CHRISTOPHER BLACKDUCK**, 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:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**CHRISTOPHER BLACKDUCK**

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 eight hundred forty three dollars and twenty one cents (\$843.21).
2. 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 fifty dollars (\$1050.00).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of December, 2005.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**CHRISTOPHER BLACKDUCK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2005

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

**Appearances at Hearing:** Sharon Hysert, representing the applicant

**Date of Decision:** December 31, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant stated that the landlord checked the apartment on November 2, 2005 and found it vacant. A notice, dated October 27, 2005 indicated that the respondent intended to give up possession of the premises on October 31, 2005. The applicant retained the security deposit and completed a statement of the deposit and deductions which was provided in evidence. The statement indicates that deductions were made for cleaning, and rent arrears resulting in a balance owing to the landlord in the amount of \$1893.21. The applicant also provided a statement of the rent account in evidence which indicated that the full rent for November, 2005 was applied.

The tenancy agreement between the parties was made for a term of one year to expire on August 31, 2006.

The applicant testified that following the termination of the tenancy agreement, the premises were shown to prospective tenants and had not yet been rented.

It is unclear whether the respondent actually vacated the premises on or before the November rent became due. I shall assume that the premises were vacated as per the respondent's notice,

making the November rent compensation for loss of rent.

I find the applicant took appropriate action to mitigate the loss of the November, 2005 rent. The applicant indicated that they sought compensation only for November even though the apartment remains vacant.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$843.21. I also find the respondent liable for the loss of the November, 2005 rent in the amount of \$1050.

An order shall issue requiring the respondents to pay the applicant rent arrears and compensation for lost rent in the total amount of \$1893.21.

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Hal Logsdon  
Rental Officer