

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **JASON PERRINO AND COLIN SNOW**, Respondents;

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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**JASON PERRINO AND COLIN SNOW**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for lost rent in the amount of seven hundred eighty nine dollars and thirty eight cents (\$789.38).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of February,  
2006.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**JASON PERRINO AND COLIN SNOW**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2006

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

**Appearances at Hearing:** Trudy Spence, representing the applicant  
Jason Perrino, respondent  
Colin Snow, respondent

**Date of Decision:** February 7, 2006

**REASONS FOR DECISION**

The parties entered into a one year term tenancy agreement on July 1, 2005. The respondents vacated the premises on December 31, 2005 but retained the keys to the apartment until January 5, 2006 to complete cleaning. The applicant retained the security deposit and accrued interest and issued a statement, dated January 12, 2006, showing deductions of rent arrears for December, 2005 and January 2006. The statement indicated a balance owing to the landlord in the amount of \$1921.64. The application, filed on January 13, 2006, sought an order requiring the respondents to pay that amount.

At the hearing, the applicant stated that the premises had been re-rented on January 13, 2006. The applicant testified that she had rented the premises at a lower rent than was charged to the respondents and given the new tenants a 50% reduction on the first month's rent. The applicant testified that she had made the unit available to all prospective tenants. The applicant amended the amount sought to \$789.38 calculated as follows:

Rent (January 1-13)	\$817.74
less retained interest on deposit	<u>(28.36)</u>
Total	\$789.38

The respondents disputed the amount claimed, stating that they believed that premises were actually re-rented as early as January 8, 2006. The respondents provided a letter from the tenant of the adjoining unit stating that she confirms the premises were occupied "since the 2nd week of January". The letter also states that she noticed people moving in "upon our return from our

weekly Sunday Walmart/McDonalds outing with our children" The respondents argued that Sunday, January 8th was the date implied in the letter since it was the only Sunday in the second week of January.

After December 31, 2005, the applicant is entitled to compensation for lost rent provided the applicant has taken appropriate steps to mitigate loss. In my opinion, the applicant took reasonable steps to mitigate the loss by making the premises available to prospective tenants and particularly by reducing the rent and offering the incentive. I note that the applicant's request for compensation does not include any loss of rent due to the incentive or the rent reduction.

I find the evidence provided by the respondents ambiguous as to the date the premises were re-rented. The "Sunday" referred to in the letter could have been on the second weekend in January or the first day of the second week of January. If the writer believed the new tenants took possession on that Sunday why does she refer generally to the second week of January rather than name the date? January 13th, the date the landlord testified that the premises were re-rented, is also in the second week of January. The document provided was not sworn nor was the writer available at the hearing to be questioned.

In my opinion, the evidence, supports the landlord's loss of 13 days rent. The prorated amount calculated by the applicant and reduced by the retained interest on the security deposit (which should have been refunded to the respondents) is reasonable.

An order shall issue requiring the respondents to pay the applicant compensation for lost rent in the amount of \$789.38.

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Hal Logsdon  
Rental Officer