

IN THE MATTER between **POLAR DEVELOPMENTS LTD.**, Applicant, and
LAURA GAREAU, 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:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

- and -

LAURA GAREAU

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 three hundred fifty two dollars (\$1352.00).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April,
2006.

Hal Logsdon
Rental Officer

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BETWEEN:

POLAR DEVELOPMENTS LTD.

Applicant/Landlord

-and-

LAURA GAREAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karen McLeod, representing the applicant
Laura Gareau, respondent

Date of Decision: April 11, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had vacated the rental premises prior to the expiry of the term tenancy agreement causing the landlord a loss of rent. The applicant sought an order requiring the respondent to pay compensation for the loss of one month's rent in the amount of \$1352.

The tenancy agreement between the parties was made in writing for a term from May 1, 2005 to April 30, 2006. The applicant testified that the respondent vacated the premises on October 31, 2005. The security deposit held by the applicant was returned with one deduction for a repair.

The applicant testified that the premises were shown to prospective tenants and provided details of when the premises were shown or referred to prospective tenants. The applicant testified that the premises were re-rented on December 1, 2005 at the same rate that was charged to the respondent.

The respondent stated that she had been a long-term tenant and had tried to arrange a mutually agreeable date with the landlord to terminate the tenancy agreement, without success. She stated that she had also tried to find a assignee but had not been able to do so. The respondent felt that the applicant should have been able to re-rent the premises sooner and pointed out that the landlord did not advertise any vacancies in the newspaper.

In my opinion, the applicant took reasonable steps to mitigate the loss of rent after the respondent

vacated the premises prior to the expiry of the tenancy agreement. The applicant is a major landlord who maintains an office where inquiries can be made. In my opinion, it is not necessary to advertise to reasonably mitigate loss. The applicant has demonstrated through detailed evidence that the availability of the premises was made known to numerous prospective tenants but not re-rented until December 1, 2005. The rent for the premises was no higher than the respondent was paying.

In my opinion, compensation of one month's rent is reasonable. An order shall issue requiring the respondent to pay the applicant compensation in the amount of \$1352.

Hal Logsdon
Rental Officer