

IN THE MATTER between **RICK MADDEAUX AND MOIRA YOUNG**, Applicants,
and **KARI LOFTSGARD AND CARSON LOFTSGARD**, 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:

RICK MADDEAUX AND MOIRA YOUNG

Applicants/Landlords

- and -

KARI LOFTSGARD AND CARSON LOFTSGARD

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicants compensation for lost rent in the amount of four hundred twelve dollars and ten cents (\$412.10).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of
September, 2006.

Hal Logsdon
Rental Officer

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-and-

KARI LOFTSGARD AND CARSON LOFTSGARD

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 24, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Moira Young, Applicant
Rick Maddeaux, applicant
Kari Loftsgard, respondent
Carson Loftsgard, respondent

Date of Decision: August 24, 2006

REASONS FOR DECISION

The parties entered into a term tenancy agreement for a term to expire on July 31, 2007. The respondents purchased a house and gave written notice to the applicants on May 25, 2006 to terminate the tenancy agreement on June 30, 2006. The applicant re-rented the premises to their son on July 8, 2006. The applicants sought compensation for 7 days rent due to the alleged abandonment of the premises.

The applicants also alleged that the rent of \$1825/month was a "discounted rent". They sought to recover the \$50/month "discount" provided to the respondents for the eight months they were in possession.

The respondents stated that they could have arranged for the premises to be rented on July 1, 2006 but that the applicants elected to save the premises for their son. They also stated that other tenants of the landlord had been permitted to break a term lease without compensation. The applicants also disputed that the rent had been "discounted" by \$50. They stated that the rent amount had been reduced from \$1850 to \$1825, a difference of only \$25/month.

A term tenancy can only be terminated in one of three ways. The tenant may give notice in writing to terminate at the end of the term by giving at least thirty days notice, the parties may mutually agree in writing to terminate the tenancy agreement, or the tenancy agreement may be terminated by order of a rental officer. None of these occurred. The 30 day notice given by the

respondents was not effective because the termination date of June 30, 2006 was not the end of the term.

The respondents could have elected to assign the tenancy agreement to another party with the permission of the landlords. Although the respondents stated that they could have easily done so, there is no evidence to suggest that they ever sought the landlords' permission to assign.

I find that the respondents abandoned the premises. The applicants are entitled to compensation for lost rent if they took reasonable steps to mitigate their loss. In my opinion, their decision to rent the premises to their son commencing July 8, 2006 rather than advertising the premises and showing it to the public is reasonable. However, the compensation claimed is not accurately calculated. The respondents sought compensation for 7 days rent or \$425.83. I calculate the compensation as follows.

$$(\$1825/31) \times 7 = \$412.10$$

The written tenancy agreement clearly sets out a monthly rent of \$1825 and does not mention any form of discount or recovery of discount upon breach. In my opinion, there is nothing in the tenancy agreement that would permit such compensation. The applicants' request for relief is denied.

An order shall issue requiring the respondents to pay the applicants compensation for lost rent in the amount of \$412.10.

Hal Logsdon
Rental Officer