

IN THE MATTER between **TOOTS MITCHELL**, Applicant, and **SARAH JOYCE**, 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:

**TOOTS MITCHELL**

Applicant/Landlord

- and -

**SARAH JOYCE**

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 seven hundred dollars (\$700.00).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of April, 2007.

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Hal Logsdon  
Rental Officer

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**TOOTS MITCHELL**

Applicant/Landlord

-and-

**SARAH JOYCE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 12, 2007

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

**Appearances at Hearing:** Toots Mitchell, applicant  
Sarah Joyce, respondent  
David Marshall, witness for the respondent

**Date of Decision:** April 12, 2007

**REASONS FOR DECISION**

The applicant testified that she rented a room in her apartment to the respondent commencing on January 15, 2007. The applicant stated that the respondent moved out of the premises on February 27, 2007 without giving any notice. The applicant testified that she put an ad in the newspaper advertising the room for rent on March 3rd or 4th, 2007 and showed the room to prospective tenants. The applicant testified that she was unable to re-rent the room until April 1, 2007. The rent for the premises was \$700 month. The applicant sought an order requiring the respondent to pay compensation for lost rent in the amount of \$700 representing lost rent for March, 2007.

The respondent did not dispute that she moved out of the premises without notice but stated that her agreement with the applicant included a provision that a third bedroom in the apartment not be rented but used as a common area for landlord and herself. The respondent stated that it was her understanding that the applicant intended to rent the third bedroom to a man which made her extremely uncomfortable. The respondent stated that when she expressed her concern to the applicant, she was told that she could move out if she didn't like it.

The dates stated in the respondent's written defence are somewhat different than the testimony of the applicant. The respondent noted that she moved out of the apartment on February 17, 2007.

The applicant stated that the third bedroom was not rented during the occupancy of the respondent.

Rental premises are abandoned when a tenant moves out without the tenancy agreement being terminated in accordance with the *Residential Tenancies Act*. Termination of this tenancy agreement could have been achieved in several ways:

1. **By the tenant giving written notice to the landlord at least 30 days before the end of any month to terminate the tenancy agreement on the last day of the month.**

When, in February, the respondent suspected the applicant intended to rent the third bedroom, she could have given written notice on any day in February to terminate the tenancy agreement on March 31, 2007.

2. **By mutual agreement with the landlord made in writing.**

If the applicant invited the respondent to leave if she objected to the room being rented, presumably she would have given her consent to the termination.

3. **By order of the rental officer.**

The respondent could have made an application to a rental officer to terminate the tenancy agreement. Since the parties shared kitchen facilities, personal differences between the parties would have been sufficient grounds to consider termination.

On the abandonment of rental premises, the tenant is liable for lost rent subject to the efforts of the landlord to mitigate loss. The Act does not set out any conditions or situations where a tenant is immune from potential liability for lost rent on abandonment. Abandonment is not a remedy for any breach of the landlord.

I find the applicant took reasonable steps to mitigate the loss created by the abandonment of the respondent. I find the lost rent to be the whole of the March, 2007 rent of \$700.

An order shall issue, requiring the respondent to pay the applicant compensation for lost rent in the amount of \$700.

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Hal Logsdon  
Rental Officer