

IN THE MATTER between **JOHN MADUKE**, Applicant, and **PETER UGYUK**,  
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:

**JOHN MADUKE**

Applicant/Landlord

- and -

**PETER UGYUK**

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 one hundred fifty seven dollars and fifty cents (\$157.50).
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 five hundred seventeen dollars and fifty cents (\$517.50).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of May,  
2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**JOHN MADUKE**

Applicant/Landlord

-and-

**PETER UGYUK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 1, 2007

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

**Appearances at Hearing:** John Maduke, applicant

**Date of Decision:** May 1, 2007

**REASONS FOR DECISION**

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

The tenancy agreement between the parties was terminated on April 7, 2007 when the respondent vacated the premises. The applicant testified that the respondent had failed to pay the April, 2007 rent and sought an order requiring the respondent the alleged rent arrears and the outstanding security deposit. The monthly rent for the premises was \$675 and the tenancy agreement between the parties required that 50% of the security deposit be paid by March, 2007 and the remainder by May, 2007. The tenancy agreement ran month-to-month and commenced on February 9, 2007.

The applicant stated that the respondent had advised him verbally that he wished to move out immediately and he accepted the respondent's offer in writing. The acceptance was provided in evidence. It does not, however constitute a mutual agreement to terminate the tenancy agreement as it does not name the rental premises, and is not signed by the respondent. Therefore it does not relieve the respondent of liability for lost rent.

The applicant testified that he advertised the premises for rent and showed it to prospective tenants but was unable to re-rent the premises until May 1, 2007.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$157.50,

representing the seven days in April that the respondent was in possession of the premises. I find that the applicant took reasonable steps to mitigate his losses and is entitled to compensation for the remaining days in April or \$517.50.

The unpaid security deposit is no longer an issue as the tenancy agreement is over.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$157.50 and compensation for lost rent in the amount of \$517.50.

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Hal Logsdon  
Rental Officer