

IN THE MATTER between **JOHN MADUKE**, Applicant, and **CHARLES MARTIN**, 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 -

CHARLES MARTIN

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 seven hundred forty dollars and eighty one cents (\$740.81).
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 four hundred fifty dollars (\$450.00).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **JOHN MADUKE**, Applicant, and **CHARLES MARTIN**, 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.

BETWEEN:

JOHN MADUKE

Applicant/Landlord

-and-

CHARLES MARTIN

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 1, 2007
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	John Maduke, applicant
<u>Date of Decision:</u>	May 10, 2007

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on April 10, 2007 when the respondent vacated the premises. The applicant alleged that the respondent had failed to pay the March and April, 2007 rent and had failed to give notice to terminate the tenancy agreement. The applicant sought an order requiring the respondent to pay the rent arrears and a locksmith charge net of the security deposit.

The applicant stated that he changed the locks to the premises at a cost of \$90.10 and provided a receipt in evidence.

The applicant stated that he had retained the security deposit of \$247.50, applying it against the locksmith charges and rent arrears. The applicant stated that he advertised the premises for rent, showed them to prospective tenants and re-rented them on May 1, 2007.

I find the respondent in breach of his obligation to pay rent. Applying the retained security deposit and interest first to the locksmith charges, I find rent arrears of \$740.81, calculated as follows:

Security deposit	\$247.50
Interest	1.79
Lock charges	(90.10)
Rent (March/07)	(675.00)
Rent (April 1-10)	<u>(225.00)</u>
Rent Arrears	\$740.81

The applicant took reasonable steps to mitigate loss but was unable to re-rent the premises until May 1, 2007. He is entitled to compensation for the remaining days in April in the amount of \$450.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$740.81 and compensation for lost rent in the amount of \$450.

Hal Logsdon
Rental Officer