

IN THE MATTER between **LINDA HOUGH**, Applicant, and **WILTON CHURCH**,
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:

LINDA HOUGH

Applicant/Landlord

- and -

WILTON CHURCH

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 four hundred dollars (\$400.00).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of May,
2007.

Hal Logsdon
Rental Officer

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-and-

WILTON CHURCH

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REASONS FOR DECISION

Date of the Hearing: May 22, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Linda Hough, applicant

Date of Decision: May 22, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. 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 30, 2007 when the respondent vacated the premises. The applicant alleged that the April, 2007 rent, which had been reduced from \$600 to \$400 had not been paid. The applicant also alleged that the respondent had failed to give any notice and sought compensation for lost rent in the amount of \$600, representing the May, 2007 rent.

The applicant stated that she did not advertise the premises for rent or show the premises to prospective tenants.

I find the respondent in breach of his obligation to pay rent and find rent arrears in the amount of \$400. In the matter of compensation for lost rent, the applicant has not taken reasonable steps to mitigate the loss of the May, 2007 rent as required by section 5 of the *Residential Tenancies Act*.

- 5.(1) Where a landlord or tenant is liable to the other for damages as a result of a breach of a tenancy agreement or this Act, the landlord or tenant entitled to claim damages shall mitigate his or her damages.**
- (2) Without limiting subsection (1), where a tenant terminates a tenancy agreement, contravenes a tenancy agreement, or vacates or abandons rental premises, other than in accordance with this Act or the tenancy agreement, the landlord shall rent the rental premises again as soon as is practicable. and at a reasonable rent in order to mitigate the damages of the landlord.**

Compensation for lost rent is not a penalty to which a landlord is automatically entitled should the tenant fail to give notice. Compensation for lost rent is limited to actual losses and subject to the efforts of the landlord to mitigate that loss. As there was no effort to mitigate loss, the request for compensation for lost rent is denied.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$400.

Hal Logsdon
Rental Officer