

IN THE MATTER between **LESLIE VALPY AND BRUCE VALPY**, Applicants, and **ALBINA NITSIZA AND ROBERT NITSIZA**, 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:

**LESLIE VALPY AND BRUCE VALPY**

Applicants/Landlords

- and -

**ALBINA NITSIZA AND ROBERT NITSIZA**

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 two thousand three hundred six dollars and ninety eight cents (\$2306.98).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of November, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**LESLIE VALPY AND BRUCE VALPY**

Applicants/Landlords

-and-

**ALBINA NITSIZA AND ROBERT NITSIZA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 8, 2007

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

**Appearances at Hearing:** Leslie Valpy, applicant

**Date of Decision:** November 16, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance served by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The written tenancy agreement between the parties commenced on July 1, 2007 and was made for a term of one year. The applicant testified that the respondents abandoned the premises on September 8th or 10th, 2007. The applicants retained the security deposit and issued a statement in accordance with section 18 of the *Residential Tenancies Act*. The applicants now seek an order requiring the respondents to pay rent arrears in excess of the security deposit and compensation for the loss of the October, 2007 rent.

The applicant testified that the premises were not left in a clean condition and that costs to clean the premises were \$200. The applicant also stated that the respondents had failed to pay for water and electricity and that \$517.22 had been paid to the suppliers of the utilities on their behalf. Invoices and receipts for those payments were provided in evidence. The applicant testified that no rent had been paid for the month of September, 2007. The rent for the premises was \$1400/month.

The applicant testified that the premises were advertised and shown to prospective tenants after the tenants vacated but were not rented in September or October, 2007. The applicant stated that

the premises were re-rented on November 1, 2007. In my opinion, the applicants have satisfied their obligation to mitigate loss and are entitled to compensation for lost rent from the date of abandonment to October 31, 2007.

Applying the security deposit first to the cleaning costs, rent arrears and utility costs paid on behalf of the respondents, then to compensation for lost rent, I find an amount owing to the applicants in the amount of \$2306.98 calculated as follows:

Security deposit	\$1200.00
Interest	10.24
Cleaning	(200.00)
Electricity and water	(517.22)
Rent (September 1-10)	<u>(466.67)</u>
Subtotal	26.35
Compensation for lost rent (September 11-30)	(933.33)
Compensation for lost rent (October/07)	<u>(1400.00)</u>
Amount owing Applicants	\$2306.98

An order shall issue requiring the respondents to pay the applicants compensation for lost rent in the amount of \$2306.98.

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Hal Logsdon  
Rental Officer