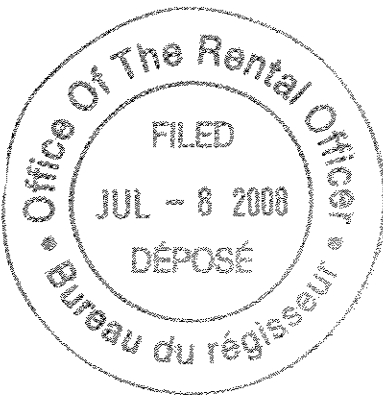


IN THE MATTER between **ANITH LAYLAND**, Tenant, and **5655 NWT LTD.**,
Landlord;

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:



ANITH LAYLAND

Tenant

- and -

5655 NWT LTD.

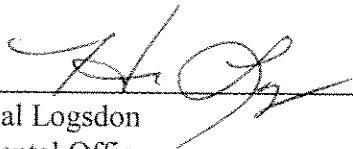
Landlord

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the tenant shall pay the landlord compensation for lost rent in the amount of three hundred seventeen dollars and forty eight cents (\$317.48).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of July,
2008.



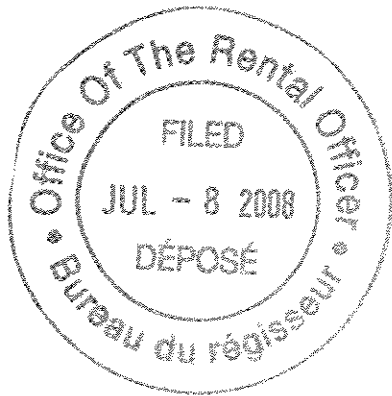
Hal Logsdon
Rental Officer

IN THE MATTER between **ANITH LAYLAND**, Tenant, and **5655 NWT LTD.**,
Landlord.

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:



ANITH LAYLAND

Tenant

-and-

5655 NWT LTD.

Landlord

REASONS FOR DECISION

Date of the Hearing:

July 2, 2008

Place of the Hearing:

Yellowknife, NT

Appearances at Hearing:

**Anith Layland, tenant
Ted Studer, representing the landlord
Lynn Elkin, representing the landlord**

Date of Decision:

July 8, 2008

REASONS FOR DECISION

The tenant's application was filed on May 5, 2008 and the landlord's application was filed on June 19, 2008. As both applications relate to the same rental premises, both matters were heard at a common hearing. The landlord noted that the tenant's application was not filed against the landlord's legal name and asked that the style of cause be altered to reflect the legal name of the landlord, 5655 NWT Ltd. The style of cause shall be altered to reflect the legal name of the landlord.

The tenant stated that she gave the landlord a security deposit (\$1650) and 50% of the first month's rent (\$825) on April 24th or 25th for premises located at 226 Fairchild Crescent. The tenant stated that she understood that the tenancy agreement would commence on May 15, 2008. The tenant established an account for electricity in her name for the premises on April 27, 2008 at the request of the landlord who intended to clean the premises for occupancy. The tenant stated that she was permitted in the premises to do some cleaning but was not given keys. No written tenancy agreement was executed. The tenant stated that due to the poor condition of the premises, she decided that she did not want to move in and notified the landlord on May 2, 2008 that she did not intend to rent the premises. The tenant acknowledged that the landlord returned \$1650 to her but retained the \$825. The tenant sought an order requiring the landlord to return the \$825.

The landlord stated that the tenant was entitled to possession on April 23, 2008 but he had agreed

not to charge any rent until May 15, 2008. The landlord stated that he had returned the security deposit of \$1650 in full but had retained the rent paid in advance for the period May 15-31, 2008. The landlord stated that he had shown the premises to prospective tenants after the tenant informed him of her decision to not take possession and had not been able to re-rent the premises until June 7, 2008. The landlord sought an order requiring the tenant to pay compensation for lost rent for the 6 days in June, 2008.

Section 9 of the *Residential Tenancies Act* permits tenancy agreements other than those made in writing.

9.(1) A tenancy agreement may be oral, written or implied.

The evidence suggests that the parties agreed that the tenant would rent the premises for a monthly rent of \$1650. Although there is disagreement between the parties regarding when the tenant was entitled to take possession, it is agreed that the obligation to pay rent commenced on May 15, 2008 and any earlier possession by the tenant would be rent-free. The tenant provided the security deposit and 50% of one month's rent on the assumption that it would hold the premises for her, although the Act specifically prohibits any deposit to reserve premises. The tenant spent time helping prepare the premises for her future occupancy and established an account for electricity in her name. In my opinion, the actions of both landlord and tenant imply a tenancy agreement was formed between them and obligated the tenant to terminate the tenancy agreement in accordance with the Act. Instead the tenant abandoned the premises.

The tenant paid rent in advance for the period May 15-31, 2008. There is no provision in the Act

for a rental officer to order the refund of rent paid in advance. In my opinion, the rent paid in advance is reasonable compensation for the rent the landlord lost between May 15-31, 2008 due to the tenant's abandonment. In addition the landlord lost six days in June, 2008 for which they have received no compensation. I am satisfied that the landlord took reasonable steps to re-rent the premises and mitigate loss. I find the additional compensation for the six days in June, 2008 to be \$319.35.

I note that the landlord failed to return the interest on the security deposit which I calculate to be \$1.87. Taking the interest into consideration, I find the compensation for lost rent due to the landlord to be \$317.48, calculated as follows:

Compensation for lost rent - 6 days	\$319.35
Interest on security deposit not refunded	<u>(1.87)</u>
Amount due landlord	\$317.48

An order shall issue requiring the tenant to pay compensation for lost rent to the landlord in the amount of \$317.48.



Hal Logsdon
Rental Officer