

IN THE MATTER between **ME and AE**, Applicant, and **TT**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

ME and AE

Applicants/Landlords

-and-

TT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 23, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	AE, representing the applicants
<u>Date of Decision:</u>	November 23, 2016

REASONS FOR DECISION

An application to a rental officer made by ME and AE as the applicants/landlords against TT as the respondent/tenant was filed by the Rental Office August 24, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Norman Wells, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for September 20, 2016.

The applicant alleged the respondent had abandoned the rental premises, ending a fixed-term tenancy agreement prior to the end of the term. An order was sought for compensation for lost future rent.

A hearing was scheduled for November 8, 2016, by three-way teleconference. Mr. ME and Ms. AE appeared as applicants. Mr. TT appeared as respondent. The respondent requested an adjournment of the hearing due to personal stress-related issues and being unprepared to proceed. The parties agreed to adjourn the hearing to November 23rd at 10:00 a.m., again by three-way teleconference.

On November 23, 2016, Ms. AE appeared representing the applicants. Mr. TT did not appear, nor did anyone appear on his behalf. Being satisfied the respondent was fully aware of the adjournment date, time, and place, the hearing proceeded in the respondent's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant testified and evidence was presented establishing a fixed-term residential tenancy agreement between the parties commencing April 1, 2016, and ending March 31, 2017. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Abandonment and replacement of locks

The applicant testified and provided supporting documents establishing that the respondent had abandoned the rental premises on or about July 8th. The applicants did not learn of the abandonment until they returned from a trip on the land approximately July 18th. Having determined that the respondent had abandoned the rental premises, the applicants reclaimed possession and had the locks replaced. I am satisfied the respondent abandoned the rental premises. I find the respondent liable to the applicant for costs to replace the locks to the rental premises in the amount of \$334.61.

Lost future rent

The applicant testified and provided evidence that the respondent had failed to pay the rent for July, however, the applicant appropriately retained the security deposit against July's rent. The monthly rent set out in the tenancy agreement is \$2,000. The security deposit paid by the respondent is \$2,000.

Section 62(1) of the Act sets out the tenant's liability for lost future rent after abandoning the rental premises. Section 5(2) of the Act obligates the landlord to mitigate their losses when a tenant abandons a rental premises by re-renting the premises as soon as is practicable.

The applicant testified that because they were given no notice of the respondent's intention to vacate the rental premises, they were unable to list the premises as available to rent until August. The applicant further testified that the vacancy rate in Norman Wells is quite high, making the market competitive for landlords. As a consequence, the applicant was unable to re-rent the premises until November 1st.

As the tenancy agreement was for a fixed-term ending in March 2017, the applicant would be entitled to lost future rent up to and including for October 2016, or four months. However, the applicant is opting to be reasonable and is only seeking two months' lost rent. I am satisfied the respondent is responsible for the rent under the terms of the fixed-term tenancy agreement, and pursuant to section 62(1) of the Act I find the respondent liable to the applicant for lost future rent. I am satisfied the applicant's request for only two months' lost future rent is reasonable.

Orders

An order will issue: requiring the respondent to compensate the applicant for lost future rent in the amount of \$4,000 and to pay the costs of changing the locks in the amount of \$334.61.

Adelle Guigon
Rental Officer