

IN THE MATTER between **A.B.**, Applicant, and **J.M.**, 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 a rental
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

A.B.

Applicant/Landlord

-and-

J.M.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 17, 2022

Place of the Hearing: Yellowknife via teleconference

Appearances at Hearing: A.B., Applicant

Date of Decision: May 17, 2022

REASONS FOR DECISION

The Respondent was sent a Notice of Attendance by email, which was deemed received on May 5, 2022. The Respondent failed to appear at the hearing and the hearing was held in her absence.

This tenancy was initially a joint tenancy between the Applicant and the Respondent and one other person as joint tenants. The tenancy agreement was made in writing for a term of 27 months commencing on January 1, 2019. The monthly rent for the premises was \$2,200 and a security deposit of \$2,200 was collected by the Applicant.

In October 2021, the other joint tenant moved out and the Respondent continued to occupy the premises. The rent had been paid in full to October 31, 2021. Although the Applicant and Respondent did not execute another written tenancy agreement, there was mutual agreement that the Respondent would continue as sole tenant and the terms of the tenancy agreement, including the monthly rent would remain the same. However, the Applicant returned 50% of the security deposit to the former joint tenant leaving \$1,100 held as a security deposit.

The application was filed on March 11, 2022, alleging breach of the Respondent's obligation to pay rent and seeking the payment of the alleged rent arrears, termination of the tenancy agreement, and an eviction order.

The Respondent vacated the premises on March 31, 2022. The Applicant testified that the Respondent had changed the locks and had failed to provide keys to the premises. The Applicant stated that they took possession on April 1, 2022 and advertised the premises for rent but were unable to rent them until May 1, 2022. The Applicant sought additional relief for loss of rent due to abandonment.

The Applicant provided records of bank transfers for rent in evidence and testified that the balance of rent owing was \$7,875, calculated as follows:

Rent, November - March @ \$2,200/month	\$11,000
November pmt	(1,125)
December pmt	(1,000)
February pmt	<u>(1,000)</u>
Total	\$7,875

I find the rent records in order and find the Respondent in breach of her obligation to pay rent. I find the rent arrears to be \$7,875. I find the accrued interest on the security deposit to be \$2.47. Taking into account the retained security deposit and the accrued interest, an order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$6,772.53.

Security deposit	(\$1,100.00)
Interest	(2.47)
Rent Arrears	<u>7,875.00</u>
Amount owing Applicant	\$6,772.53

The Applicant testified that they advertised the premises for rent as soon as they had possession but were unable to rent it until May 1, 2022. The Applicant provided a copy of the advertisement in evidence and stated that it was listed on April 18, 2022. The advertisement clearly indicated that the premises were available on May 1, 2022. In my opinion compensation for lost rent in April is not reasonable if the premises were not available for rent in that month. Compensation for lost rent is denied.

Hal Logsdon
Rental Officer