

IN THE MATTER between **PENELOPE SHAW**, Applicant, and **WESLEY PELLISSEY**, 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 near **YELLOWKNIFE, NT** .

BETWEEN:

PENELOPE SHAW

Applicant/Landlord

- and -

WESLEY PELLISSEY

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 one thousand two hundred dollars (\$1200.00).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of three hundred dollars (\$300.00).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **PENELOPE SHAW**, Applicant, and **WESLEY PELLISSEY**, 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.

BETWEEN:

PENELOPE SHAW

Applicant/Landlord

-and-

WESLEY PELLISSEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 10, 2002, continued on October 8, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Penelope Shaw, applicant
Wesley Pellissey (September 10, 2002 only)

Date of Decision: October 9, 2002

REASONS FOR DECISION

The correct spelling of the respondent's name is noted and the order shall be made in that name.

The matter was set for hearing on September 10, 2002. At that hearing, the respondent requested an adjournment to seek legal advice. The matter was adjourned to October 8, 2002 and both parties were advised of the date, time and place of the continuation of the hearing. The respondent indicated that he wished to be contacted at the same telephone number. On October 8, 2002, the respondent failed to appear at the hearing and was unable to be reached at the indicated telephone number. The hearing was continued in his absence.

The applicant alleged that the respondent had abandoned the rental premises and sought an order for the payment of rent arrears. The applicant indicated that she believed the premises had been abandoned sometime after the end of August, 2002. She testified that she had visited the property in late August and had spoken to the respondent's father who indicated that the respondent might be moving. The applicant stated that at that time there were dogs kept on the property and she believed the respondent was still in possession. She took possession of the premises on September 10, 2002 and re-rented the premises on September 15, 2002. She sought an order for \$1500 representing rent for July, August, and half of September, 2002.

The applicant indicated that she has retained a security deposit of \$400 because repairs of damages to the premises exceeded that amount.

The respondent testified that he had vacated the property on July 31, 2002 but had left his dogs on the property until mid-August. He also indicated he had given verbal notice to the applicant in late July of his intention to vacate the premises. The applicant denied having been given any notice stating that she was out of town for the month of July. The respondent stated that the condition of the property was such that he found it difficult to continue his tenancy.

No written tenancy agreement was provided by either party. I assume the agreement was month-to-month. I find no evidence of a valid notice to terminate the tenancy agreement. Such a notice would have to be given in writing pursuant to section 52 of the *Residential Tenancies Act*. In my opinion, the premises were abandoned by the respondent on or about August 31, 2002. Although the respondent may have vacated the premises before that date, the presence of the respondent's dogs in late August, indicate the respondent was still in possession. In my opinion, the applicant took reasonable steps to re-rent the premises after August 31, 2002 but lost rent revenue equivalent to one half a month's rent or \$300. Therefore rent is owing for the months of July and August in the amount of \$1200 and compensation for one half month's rent in the amount of \$300 is reasonable.

An order shall be issued requiring the respondent to pay the applicant rent arrears and compensation for lost rent in the amount of \$1500.

Hal Logsdon
Rental Officer