

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **JINKY MAGBUAL AND JOSEPH MAGBUAL**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

JINKY MAGBUAL AND JOSEPH MAGBUAL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
November, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **JINKY MAGBUAL AND JOSEPH MAGBUAL**, Respondents.

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R-5 (the "Act");

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BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

JINKY MAGBUAL AND JOSEPH MAGBUAL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 23, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Wanda O'Keefe, representing the applicant
Jinky Magbual, respondent
Joseph Magbual, respondent

Date of Decision: November 23, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had abandoned the rental premises and sought an order requiring the respondents to pay compensation for lost rent in the amount of \$1295.

The respondents made application to the landlord to rent an apartment to commence on October 1, 2004. The applicant stated that the respondents notified the landlord on or about September 30, 2004 that they did not intend to rent the premises and that despite showing the premises to other prospective tenants the premises were not re-rented until November 1, 2004.

The parties acknowledged that no written tenancy agreement was executed. The applicant stated that a written tenancy would have been presented to the respondents for execution.

In my opinion, the application does not constitute a tenancy agreement or an offer and acceptance to rent the premises, nor do I find sufficient evidence to conclude that an oral or implied tenancy agreement existed. Without a tenancy agreement, there can be no abandonment. Consequently, the application is dismissed.

Hal Logsdon
Rental Officer