

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **ESTHER GORDON**, 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 at **INUVIK, NT.**

BETWEEN:

NIHJAA PROPERTIES LTD.

Applicant/Landlord

- and -

ESTHER GORDON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of one thousand six hundred dollars (\$1600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of August, 2006.

Hal Logsdon
Rental Officer

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NIHJAA PROPERTIES LTD.

Applicant/Landlord

-and-

ESTHER GORDON

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 3, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Chris Manuel, representing the applicant Esther Gordon, respondent
<u>Date of Decision:</u>	August 3, 2006

REASONS FOR DECISION

The respondent indicated that her correct name was Esther Gordon and requested that any order issued be made in that name. The style of cause of the order shall be amended accordingly.

This tenancy agreement was terminated on January 1, 2006 when the respondent left the premises. The applicant alleged that the respondent gave no notice to terminate the month-to-month tenancy agreement and that they were unable to re-rent the premises during the month of January, 2006.

The applicant testified that the premises were advertised and that no inquiries were received from prospective tenants during January, 2006 concerning 2-bedroom apartments. He stated that the premises were not re-rented until June, 2006. The applicant sought compensation for the lost January, 2006 rent in the amount of \$1600.

The applicant returned the security deposit to the respondent after being ordered to do so.

The respondent stated that she had problems with heat, hot water and the intercom during the tenancy agreement and when she found other premises to rent she left without notice.

If the respondent had problems with the apartment she could have filed an application to a rental officer seeking an order requiring the landlord to undertake repairs or simply given notice to the

landlord to terminate the tenancy agreement. Abandonment is not a remedy.

I find the respondent abandoned the premises and find that the applicant took reasonable steps to mitigate the loss of the January, 2006 rent. I find the lost rent for January, 2006 to be \$1600. An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$1600.

Hal Logsdon
Rental Officer