

IN THE MATTER between **STAN KUKOVICA**, Applicant, and **VALERIE NORWEGIAN**, 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 **FORT SMITH, NT.**

BETWEEN:

STAN KUKOVICA

Applicant/Landlord

- and -

VALERIE NORWEGIAN

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 seven hundred three dollars and eighteen cents (\$703.18).
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 seven hundred seventy five dollars (\$775.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of May, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **STAN KUKOVICA**, Applicant, and **VALERIE NORWEGIAN**, 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:

STAN KUKOVICA

Applicant/Landlord

-and-

VALERIE NORWEGIAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 27, 2009

Place of the Hearing: Fort Smith, NT via teleconference

Appearances at Hearing: Stan Kukovica, applicant

Date of Decision: May 28, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant stated that the respondent abandoned the rental premises on or about October 29, 2008 without giving any notice. The applicant stated that he promptly advertised the premises for rent and showed it to prospective tenants. The applicant re-rented the premises on December 1, 2008. The applicant sought compensation for rent lost in November, 2008. The monthly rent for the premises was \$775.

The applicant alleged that the rent for September and October, 2008 were not paid and sought an order requiring the respondent to pay the alleged arrears.

The respondent provided a security deposit of \$775 at the commencement of the tenancy agreement on September 1, 2006. The applicant retained the security deposit and interest, applying it against the rent arrears. There were no damages to the premises.

I find the respondent in breach of her obligation to pay rent. Applying the security deposit and accrued interest against the rent arrears I find a balance of rent owing to the landlord of \$703.18, calculated as follows:

Rent arrears (Sept/08 & Oct/08)	\$1550.00
Less security deposit	(775.00)
Less interest	<u>(71.82)</u>
Balance of rent owing applicant	\$703.18

I also find that the respondent abandoned the premises and that the applicant took reasonable measures to mitigate the loss of rent for November, 2008. I find compensation of \$775 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$703.18 and compensation for lost rent in the amount of \$775.

Hal Logsdon
Rental Officer