

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LIMITED**,
Applicant, and **ROSS PADDOCK AND KATHRYN PADDOCK**, 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:

SHELTER CANADIAN PROPERTIES LIMITED

Applicant/Landlord

- and -

ROSS PADDOCK AND KATHRYN PADDOCK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine hundred twenty dollars and sixty nine cents (\$920.69).
2. Pursuant to section 62(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for lost rent in the amount of one thousand nine hundred dollars (\$1900.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of
December, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LIMITED**,
Applicant, and **ROSS PADDOCK AND KATHRYN PADDOCK**, 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.

BETWEEN:

SHELTER CANADIAN PROPERTIES LIMITED

Applicant/Landlord

-and-

ROSS PADDOCK AND KATHRYN PADDOCK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 9, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant

Date of Decision: December 9, 2009

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was terminated on or about September 30, 2009 when the respondents vacated the premises. The applicant retained the security deposit (\$950) and accrued interest (\$29.31) applying it against unpaid rent for September, 2009 (\$1900) resulting in a balance of rent arrears owing the applicant of \$920.69. A statement of the security deposit was completed by the applicant in accordance with section 18(3) of the *Residential Tenancies Act*.

The applicant stated that the respondents failed to give adequate written notice to terminate the tenancy agreement causing a loss of the October, 2009 rent of \$1900. The applicant sought an order requiring the respondents to pay the rent arrears and compensation for lost rent.

A statement of the rent account, provided in evidence indicates that the September, 2009 rent was not paid.

The tenancy agreement between the parties was made for a term which ended on September 30, 2009. A notice from Ms Paddock dated August 31, 2009 stated in part,

"I will need to vacate the townhouse sometime in the next month or so. I will be out in October sometime. (The end of September is not possible for me due to travel commitments at work)."

Section 55 of the *Residential Tenancies Act* requires a tenant to name a date certain in a notice of termination.

- 55.(1) A notice of termination by a tenant or a landlord shall be in writing and must**
- (a) be signed by the tenant or the landlord or an agent of the tenant or the landlord;**
 - (b) identify the rental premises to which the notice applies;**
 - (c) state the date on which the tenancy is to terminate; and**
 - (d) state the reason for the termination of the tenancy.**

Therefore, the notice provided by the respondents was not effective and the respondents remained liable for the loss of rent in October, 2009 subject to the applicant's efforts to mitigate.

The applicant testified that despite her efforts to show the premises and re-rent them as soon as possible, she was unable to re-rent the premises for the entire month of October, 2009.

I find the security deposit statement in order and find rent arrears of \$920.69. In my opinion, the applicant took reasonable action to mitigate the loss of rent following the failure of the respondents to give adequate notice and the actual loss of rent was \$1900.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$920.69 and compensation for lost rent of \$1900.

Hal Logsdon
Rental Officer