

IN THE MATTER between **INUVIALUIT DEVELOPMENT CORPORATION**,  
Applicant, and **MIRANDA JOHNS**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**INUVIALUIT DEVELOPMENT CORPORATION**

Applicant/Landlord

- and -

**MIRANDA JOHNS**

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 three hundred dollars (\$1300.00).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of  
February, 2010.

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Hal Logsdon  
Rental Officer



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Applicant, and **MIRANDA JOHNS**, 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:

**INUVIALUIT DEVELOPMENT CORPORATION**

Applicant/Landlord

-and-

**MIRANDA JOHNS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2010

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Tanya Gruben, representing the applicant  
Miranda Johns, respondent

**Date of Decision:** February 15, 2010

### **REASONS FOR DECISION**

The applicant alleged that the respondent had abandoned the rental premises and sought an order requiring the respondent to pay compensation for the loss of one month's rent.

The parties entered into a written tenancy agreement for a one year term commencing on October 30, 2009. The rental premises were located in Tuktoyaktuk but the tenancy agreement was executed by the parties in Inuvik without the respondent having seen the property. The monthly rent for the premises was \$1300 but the respondent did not pay any rent prior to taking possession of the premises. The respondent did not provide any security deposit.

On November 2, 2009 the respondent provided a notice to the applicant stating that she would not be renting the premises and acknowledging that she had spent two nights in the apartment.

The applicant arranged for notices to be posted in various locations in Tuktoyaktuk advertising the premises for rent at the same rate of \$1300/month. The applicant stated that she was only able to rent the premises on January 27, 2010 but sought only one month's compensation of \$1300.

The respondent stated that when she took possession of the premises it was obvious that someone had been staying in the apartment. She stated that it was not clean and that she was concerned that other persons may have access to the unit. She stated that she did not feel secure staying in the premises but acknowledged that she did take possession and stayed there for two nights

before moving in with a colleague and notifying the landlord that she was not going to rent the apartment.

While it is unfortunate that the respondent agreed to rent the premises sight unseen, I find the tenancy agreement to be duly executed by both parties and as such it is a binding contract. It would have been prudent for the respondent to contact the landlord in Inuvik and demand that the problems she discovered be rectified. She could have continued to seek a legal termination of the tenancy agreement by order if necessary. Instead she clearly abandoned the premises.

On the abandonment of rental premises the tenant becomes liable for lost rent subject to the landlord's efforts to mitigate that loss. The evidence indicates that the landlord took reasonable actions to re-rent the apartment as soon as practical but lost the rent between October 30 and January 27, 2010. In my opinion, the landlord's request for only one month's compensation is quite reasonable.

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$1300.

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Hal Logsdon  
Rental Officer