

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TIARELLA TATANYA HANNA**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

TIARELLA TATANYA HANNA

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 nine hundred twenty three dollars and sixty seven cents (\$923.67).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TIARELLA TATANYA HANNA**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

TIARELLA TATANYA HANNA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Tiarella Tatanya Hanna, respondent

Date of Decision: May 6, 2010

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on October 31, 2009 when the respondent gave up possession of the rental premises. The applicant alleged that the respondent failed to give any written notice until October 31, 2009. The applicant sought an order requiring the respondent to pay compensation for lost rent in November, 2009.

The applicant testified that immediately after October 31, 2009 the apartment was shown to all prospective tenants inquiring about an apartment of that size, although she had no record of how many times the premises were shown. The applicant testified that the apartment was re-rented on November 18, 2009. The monthly rent for the premises was \$1630. The applicant sought compensation in the amount of \$923.67 representing the loss of 17 days of rent.

The respondent questioned if the landlord would show the apartment immediately following her departure as it had to be cleaned. She stated that she had contacted a representative of the landlord four days after she gave up possession about the move-out inspection and was told they hadn't looked at the apartment yet. The applicant also stated that she had spoken to an occupant of the apartment "around" November 30, 2009 and was told by the occupant that he had occupied the premises for "about two and a half weeks". She also questioned why an apartment in a building where dogs were permitted would take so long to re-rent since there are so few landlords who permit dogs.

I have no reason to doubt the applicant's testimony under oath. The applicant acknowledged that

when an apartment becomes vacant it is placed on a list of available apartments which is provided to the leasing agents who show those apartments to prospective tenants. While it may be true that the apartment was not immediately ready to rent, it certainly could be shown and could have been rented quickly to anyone who was ready to move in. There is no evidence that anyone offered to rent the premises earlier than November 18, 2009. The security deposit was returned in full to the respondent indicating that the premises were in good condition.

The respondent's testimony concerning the current occupant is hearsay and I give it little weight.

Given the requirement for tenants to give notice to terminate a tenancy agreement and the fact that most tenancy agreements commence at the beginning of a month, it is not unusual that it took the landlord 17 days to re-rent this apartment.

In my opinion, the evidence supports the applicant's allegation that they could not re-rent the premises until November 18, 2009 and that they took reasonable steps to mitigate their loss. I find the respondent liable for compensation of 17 days rent which I find to be \$923.67 calculated as follows:

$$(17/30) \times \$1630 = \$923.67$$

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$923.67.

Hal Logsdon
Rental Officer