

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **JAMIE PYE AND MELISSA FERRIER**, 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 LTD.**

Applicant/Landlord

- and -

**JAMIE PYE AND MELISSA FERRIER**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. 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 fifty dollars (\$1950.00).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of May,  
2010.

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Hal Logsdon  
Rental Officer

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**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**JAMIE PYE AND MELISSA FERRIER**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 14, 2010

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

**Appearances at Hearing:** Trudy Spence, representing the applicant  
Jamie Pye, respondent

**Date of Decision:** April 14, 2010

### **REASONS FOR DECISION**

The tenancy agreement between the parties was made for an initial term of one year commencing February 1, 2006. The agreement has been automatically renewed on a monthly basis.

The applicant alleged that the respondents failed to give adequate notice to terminate the tenancy agreement. The applicant stated that the respondents gave notice to terminate the tenancy agreement on February 10, 2010 and vacated the premises on March 2, 2010. The applicant stated that despite their efforts to re-rent the premises, they were unable to do so until April 1, 2010. The applicant stated that the premises were shown to prospective tenants and rented at a reasonable rate. The applicant sought compensation for the loss of the March, 2010 rent in the amount of \$1950.

The applicant has returned a portion of the security deposit and issued an itemized statement of deductions in accordance with section 18 of the *Residential Tenancies Act*. That statement appears to be in order and does not include any deductions for rent or compensation for lost rent.

The respondent acknowledged that he did not provide adequate notice and stated that he had to leave the premises due to medical reasons.

Section 52 of the *Residential Tenancies Act* sets out the requirements for notice to terminate a monthly tenancy agreement.

- 52.(1) Where a tenancy agreement does not specify a date for the termination of the tenancy agreement, the tenant may terminate the tenancy on the last day of a period of the tenancy by giving the landlord a notice of termination,**
- (a) in the case of a weekly tenancy, at least seven days before the termination date stated in the notice of termination;**
  - (b) in the case of a monthly tenancy that has continued for less than 12 months, at least 30 days before the termination date stated in the notice of termination; or**
  - (c) in the case of a monthly tenancy that has continued for 12 months or more, at least 60 days before the termination date stated in the notice of termination.**

I find the respondents in breach of their obligation to provide adequate notice to terminate the tenancy agreement. I find that the applicant took reasonable steps to mitigate the loss of the March, 2010 rent. I find the respondents liable for the loss of the March rent in the amount of \$1950.

An order shall issue requiring the respondents to pay the applicant compensation for lost rent in the amount of \$1950.

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Hal Logsdon  
Rental Officer