

IN THE MATTER between **COREY DRESSLER**, Applicant, and **PAUL HATZIS**,  
Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**COREY DRESSLER**

Applicant/Landlord

- and -

**PAUL HATZIS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **COREY DRESSLER**, Applicant, and **PAUL HATZIS**,  
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:

**COREY DRESSLER**

Applicant/Landlord

-and-

**PAUL HATZIS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 29, 2010

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

**Appearances at Hearing:** Corey Dressler, applicant  
Paul Hatzis, respondent

**Date of Decision:** September 29, 2010

### **REASONS FOR DECISION**

The applicant alleged that the respondent had not given adequate notice to terminate the tenancy agreement and sought an order requiring the respondent to pay compensation for lost rent. The rental premises consist of a room in a house and the monthly rent was \$700. The month-to-month tenancy agreement was oral in nature. The applicant stated that the respondent had given him written notice on August 7, 2010 that he intended to move out on August 15, 2010. The respondent moved out on August 15, 2010 paying \$350 for the rent for that month. The applicant stated that he placed an ad in the newspaper on August 26<sup>th</sup> or August 27<sup>th</sup> and re-rented the premises on September 4, 2010. The applicant sought compensation of \$350.

The respondent argued that the notice was sufficient and that he should not be responsible for any compensation.

Section 52(1)(b) sets out the requirements for a tenant's notice to terminate a monthly tenancy agreement by notice.

**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, not later than seven days before that day; or**
- (b) in the case of a monthly tenancy, not later than 30 days before that day.**

Clearly, the respondent's notice for August 15, 2010 given on August 7, 2010 was not in accordance with the Act.

When a tenant gives up possession and the tenancy agreement has not been terminated in accordance with the Act, the premises are abandoned and the tenant is liable for lost rent subject to the landlord's reasonable efforts to mitigate loss.

- 62. (1) Where a tenant abandons a rental premises, the tenancy agreement is terminated on the date the rental premises were abandoned but the tenant remains liable, subject to section 5, to compensate the landlord for loss of future rent that would have been payable under the tenancy agreement.**
- 5. (1) Where a landlord or tenant is liable to the other for damages as a result of a breach of a tenancy agreement or this Act, the landlord or tenant entitled to claim damages shall mitigate his or her damages.**
- (2) Without limiting subsection (1), where a tenant terminates a tenancy agreement, contravenes a tenancy agreement, or vacates or abandons rental premises, other than in accordance with this Act or the tenancy agreement, the landlord shall rent the rental premises again as soon as is practicable and at a reasonable rent in order to mitigate the damages of the landlord.**

After receiving the tenant's notice, the respondent should have advertised the premises for rent as soon as possible. The respondent stated that the written notice was ambiguous in that it implied that the respondent may or may not leave on August 15<sup>th</sup>. The notice was not available at the hearing and its content could not be determined. Regardless of the notice, however, it is clear that the respondent gave up possession on August 15<sup>th</sup> and the applicant did not advertise the premises until at least 11 days later, less than a week before the end of the month. In my opinion, the respondent did not take sufficient action to mitigate the loss of the rent for the remainder of August. Accordingly the application is dismissed.

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Hal Logsdon  
Rental Officer