

IN THE MATTER between **TIARELLA T. HANNA**, Applicant, and **EUGENE LALANDE**, 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:

**TIARELLA T. HANNA**

Applicant/Landlord

- and -

**EUGENE LALANDE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 62(3) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for lost rent in the amount of four hundred twenty five dollars (\$425.00).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **TIARELLA T. HANNA**, Applicant, and **EUGENE LALANDE**, 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:

**TIARELLA T. HANNA**

Applicant/Landlord

-and-

**EUGENE LALANDE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 23, 2011

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

**Appearances at Hearing:** Tiarella T. Hanna, applicant  
Eugene Lalande, respondent

**Date of Decision:** November 23, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondent had not given adequate notice to terminate the tenancy agreement and as a consequence rental revenue was lost. The applicant sought an order requiring the respondent to pay compensation for lost rent.

The rental premises consist of a room which was rented to the respondent for a term ending on August 31, 2011 for a monthly rent of \$850. The applicant stated that the respondent gave her notice on August 5, 2011 to terminate the tenancy agreement on August 31, 2011. The applicant stated that she was out of town until August 8 but on her return contacted previous prospective tenants and persons who were advertising for accommodation and placed an ad. She stated that she had twelve calls from prospective tenants and showed the premises five times before renting it on September 15, 2011. She sought compensation of \$425.

The respondent did not dispute the facts as set out by the applicant but did not think that the respondent took adequate steps to mitigate loss. He noted that no action was taken until August 8 and that no ad appeared until August 16.

The notice provided to the applicant was not in accordance with the *Residential Tenancies Act* which requires a notice of at least 30 days prior to the end of the term. In my opinion, the applicant took sufficient action to mitigate her losses. It is reasonable to seek prospective tenants from “accommodation wanted” ads before advertising and the time between the date the notice

was given and the search for another tenant commenced did not seriously hamper the efforts to mitigate loss. I find the compensation requested to be reasonable.

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$425.

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Hal Logsdon  
Rental Officer