

IN THE MATTER between **EMILY ATKINSON**, Applicant, and **AARON GREENLAND AND KARA SKIFFINGTON**, Respondents;

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 **INUVIK, NT.**

BETWEEN:

EMILY ATKINSON

Applicant/Landlord

- and -

AARON GREENLAND AND KARA SKIFFINGTON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **EMILY ATKINSON**, Applicant, and **AARON GREENLAND AND KARA SKIFFINGTON**, 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.

BETWEEN:

EMILY ATKINSON

Applicant/Landlord

-and-

AARON GREENLAND AND KARA SKIFFINGTON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 27, 2011**

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

Appearances at Hearing: **Emily Atkinson, applicant**

Date of Decision: **October 27, 2011**

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

This tenancy agreement was terminated on January 31, 2011 when the respondents abandoned the premises. The applicant sought an order requiring the respondents to pay compensation for lost rent in the amount of \$17,000.

The applicant stated that the respondents moved out of the premises without giving any notice. The applicant stated that the tenancy agreement between the parties was month-to-month. The applicant stated that she had not been able to re-rent the premises. The monthly rent for the premises is \$1700.

A previous order (files #20-11801 and #20-11807, filed on January 19, 2011) ordered the applicant to undertake certain repairs to the premises. The applicant stated that she had not been able to complete the repairs or pay for utilities for the premises and therefore did not attempt to re-rent them.

Section 68 of the *Residential Tenancies Act* requires that applications be made in a timely manner.

- 68. (1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**

Section 52(1) of the *Residential Tenancies Act* sets out the required tenant's notice to terminate a 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, 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.**

Section 5 of the *Residential Tenancies Act* sets out the landlord's obligation to mitigate damages on the abandonment of the premises by the tenant.

- 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.**

This application was filed more than six months after the respondents abandoned the premises. I find no reason why the application could not have been made within the time limit set out in the Act. The respondents were only required to give 30 days notice to terminate the tenancy agreement. The applicant is not entitled to relief in excess of one month. The applicant has taken

no steps to mitigate her loss due to the abandonment. In my opinion the inability to re-rent the premises is primarily due to the failure of the applicant to maintain the premises and pay for utilities. For these reasons, the application is dismissed.

Hal Logsdon
Rental Officer