

IN THE MATTER between **TEMPTATION MUCHEKENI**, Applicant, and  
**MARIELLA MIGDON DUSSART**, 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:

**TEMPTATION MUCHEKENI**

Applicant/Landlord

- and -

**MARIELLA MIGDON DUSSART**

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 eight hundred dollars (\$800.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of  
November, 2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **TEMPTATION MUCHEKENI**, Applicant, and  
**MARIELLA MIGDON DUSSART**, 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:

**TEMPTATION MUCHEKENI**

Applicant/Landlord

-and-

**MARIELLA MIGDON DUSSART**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 26, 2012**

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

**Appearances at Hearing:**                      **Temptation Muchekeni, applicant**  
   **Mariella Migdon Dussart, respondent**  
   **Jessika Claros, interpreter**

**Date of Decision:**                              **October 26, 2012**

### **REASONS FOR DECISION**

The applicant alleged that the respondent had abandoned the premises without giving proper notice causing the loss of rent for one month. The applicant also alleged that the respondent had failed to leave the premises, including the carpet, in a reasonably clean state. The applicant sought compensation for lost rent and costs related to cleaning and carpet cleaning.

The parties agreed that the tenancy agreement commenced on August 1, 2012 and that the respondent gave the applicant verbal notice on August 30, 2012 that she would be moving out on August 31, 2012. The tenancy agreement was verbal. The applicant submitted that the agreement was made for a term ending on September 30, 2012 and the respondent claimed it was monthly.

The applicant alleged that the premises were left in an unclean condition and the carpet was stained. She sought relief of \$55.39 for costs related to vacuuming the premises and cleaning the carpets. Receipts for the carpet cleaning machine were provided in evidence. The applicant also alleged that the plastic on the window had been removed. She did not provide any associated costs. The respondent denied the allegations stating that the carpet was stained at the commencement of the tenancy agreement and that the premises were left in state of ordinary cleanliness. There were no inspection reports completed by the applicant.

Regardless of whether the tenancy agreement was made for a term or was monthly, the verbal notice of one day was not sufficient to terminate the tenancy agreement. Both section 51 and 52

of the *Residential Tenancies Act* require written notice of at least 30 days. Therefore the respondent is liable for compensation for lost rent subject to the applicant's reasonable efforts to mitigate the loss of rent. The applicant advertised the premises for rent in the newspaper but stated that all prospective tenants wanted the premises for October 1, 2012. She was able to re-rent the premises for the same rent on that date. I find that the respondent abandoned the premises causing a loss of the September rent of \$800 and that the applicant took reasonable measures to mitigate the loss.

On the balance of evidence I find insufficient evidence to support that the premises required cleaning or that the stain on the carpet was created by the respondent. The request for relief of \$55.39 is denied.

Plastic on windows is a seasonal item which should be removed during the summer to permit ventilation. In my opinion, it is the landlord's responsibility to provide this item and to replace it annually.

An order shall issue requiring the respondent to pay the applicant compensation for lost rent in the amount of \$800.

---

Hal Logsdon  
Rental Officer